

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.  
*Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance*

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August 15, 2023

**Via Email**

Andria Wingett, Interim Director  
Development Services Department  
City of Hollywood  
2600 Hollywood Boulevard, Room 420  
Hollywood, FL 33020

**Re: Request to Designate Property Located on N 21st Avenue between Polk Street and Fillmore Street, Hollywood, Florida 33020, Parcel ID Nos. 514215011950, 514215030010, 514215030080, and 514215000010, a Green Reuse Area Pursuant to Florida's Brownfield Redevelopment Act**

Dear Andria:

On behalf of University Station I, LLC and University Station II, LLC (together, "University Station"), we are providing this letter in order to renew our previously-submitted request for designation of the above-referenced property (the "Subject Property") as the University Station Green Reuse Area pursuant to section 376.80, Florida Statutes, of Florida's Brownfields Redevelopment Act. We originally submitted the request for designation on February 9, 2022.

In the time since we first requested the designation of the University Station Green Reuse Area, City staff advised us that the City was evaluating designation of the Downtown Regional Activity Center zoning district in which the Subject Property is located as brownfield area. Accordingly, we supported the larger designation as it would have satisfied our request with respect to the Subject Property. However, plans for the larger designated area are still being evaluated while University Station begins the construction process on the Subject Property. As such, we respectfully ask that our original request proceed at this time with respect to the Subject Property alone.

University Station is applying for this designation to utilize an important state economic and regulatory assistance program available to developers and local governments in situations where the risk of potential contamination is demonstrated to overwhelm key opportunities for land

Andria Wingett, Interim Director

August 15, 2023

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revitalization, new housing, and job growth. In this instance, the Subject Property's historical uses generate a perception of contamination that has significantly complicated redevelopment efforts and created a host of logistical, design, engineering, and construction concerns for University Station. These concerns can be easily mitigated with the assistance and resources offered by Florida's Brownfields Program at no cost to the City.

In considering a request for designation as a Green Reuse Area under Florida's Brownfields Redevelopment Act, a local government must evaluate and apply the criteria set forth in section 376.80(2), Florida Statutes. For a designation requested by a private party, the local government may apply the criteria set forth in section 376.80(2)(c), Florida Statutes. As reflected in the Statement of Eligibility incorporated in our prior submittal, University Station meets such statutory criteria.

Accordingly, based on the foregoing, we respectfully request that staff recommend approval of this Green Reuse Area designation under section 376.80(2)(c), Florida Statutes. Of course, as you evaluate the application and supporting materials, please feel free to contact us with any questions or should further information be required. Thank you.

Very truly yours,

**THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.**

A handwritten signature in blue ink, appearing to read 'B. Brumund', followed by a horizontal line.

Brett C. Brumund, Esq.

Encl.

/bcb

cc: Douglas R. Gonzales, Esq., City of Hollywood City Attorney  
Carmen Diaz, Planning Administrator, City of Hollywood  
HTG University Station I, LLC  
HTG University Station II, LLC

# THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

*Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance*

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Michael R. Goldstein, Esq.  
Direct Dial: (305) 777-1682  
Email: [mgoldstein@goldsteinenvlaw.com](mailto:mgoldstein@goldsteinenvlaw.com)

February 9, 2022

## Via Email

Dr. Wazir Ishmael, City Manager  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, FL 33020

**Re: Request to Designate Property Located on N 21st Avenue between Polk Street and Fillmore Street, Hollywood, Florida 33020, Parcel ID Nos. 514215011950, 514215030010, 514215030080, and 514215000010, a Green Reuse Area Pursuant to Florida's Brownfield Redevelopment Act**

Dear Dr. Ishmael:

On behalf of University Station I, LLC ("University Station"), we are pleased to submit this request to designate the above-referenced property (the "Subject Property") as a Green Reuse Area pursuant to section 376.80, Florida Statutes, of Florida's Brownfields Redevelopment Act.

When fully developed as an affordable multifamily residential community, the Subject Property will consist of two buildings with 216 residential units and up to 14,000 square feet of commercial space. Amenities will include a pool; in-unit washer and dryers; market-rate finishes; a rooftop soccer field; and excess parking for the larger community. The completed development will have an estimated cost of approximately \$65.5 million. A legal description and property cards depicting the location of the Subject Property are enclosed herein at Exhibit A.

University Station is applying for this designation in order to utilize an important state economic and regulatory assistance program available to developers and local governments in situations where the risk of potential contamination is demonstrated to overwhelm key opportunities for land revitalization, new housing, and job growth. In this instance, the Subject Property's historical uses generate a perception of contamination that has significantly complicated redevelopment efforts and created a host of logistical, design, engineering, and construction concerns for University Station.

Dr. Wazir Ishmael, City Manager

February 9, 2022

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These concerns can be easily mitigated with the assistance and resources offered by Florida's Brownfields Program. These resources come at no cost to the City.

In considering a request for designation as a Green Reuse Area under Florida's Brownfields Redevelopment Act, a local government must evaluate and apply the criteria set forth in section 376.80(2), Florida Statutes. For a designation requested by a private party, the local government may apply the criteria set forth in section 376.80(2)(c), Florida Statutes. As reflected in the Statement of Eligibility incorporated herein at Exhibit B, University Station meets such statutory criteria. However, due to the Subject Property's location within the City's Downtown Community Redevelopment Area ("CRA"), the designation criteria set forth in section 376.80(2)(b), may also be applied to this project. The Florida Legislature created this subsection in recognition of the similar purposes and effects of certain specified redevelopment areas, including CRAs, and brownfield areas. Under section 376.80(2)(b), Florida Statutes, the City need only conduct two advertised public hearings with no need to consider specified statutory criteria, and the applicant would no longer need to hold a separate, advertised community meeting. Although University Station clearly satisfies the criteria for a designation proposed by a private party, proceeding under the CRA-specific approach will save both the City and University Station significant time and resources that could otherwise be devoted to this important project.

Accordingly, based on the foregoing, we respectfully request that staff recommend approval of this Green Reuse Area designation under section 376.80(2)(b), Florida Statutes, due to the Subject Property's location in the Downtown CRA. Of course, as you evaluate the application and supporting materials, please feel free to contact us with any questions or should further information be required. Thank you.

Very truly yours,

**THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.**

*Michael Goldstein*

Michael R. Goldstein

Encl.

/mrg

cc: Douglas R. Gonzales, Esq., City of Hollywood City Attorney  
HTG University Station I, LLC

# Exhibit A

## **LEGAL DESCRIPTION OF LEASED PREMISES**

### **DESCRIPTION OF BLOCK 11 - SHUFFLEBOARD CENTER:**

BEING THAT PORTION OF BLOCK 11 AND PUBLIC RIGHT-OF-WAY ADJACENT THERETO, "RE-SUBDIVISION OF BLOCKS ELEVEN AND TWELVE HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF POLK STREET WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 21ST AVENUE, BEING A LINE FIFTY (SO) FEET EAST OF, AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY EXTENSION OF THE MOST WESTERLY LINE OF SAID BLOCK 11, A DISTANCE OF 282.98 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF TAYLOR STREET;

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF A 15 FOOT-WIDE ALLEY; THENCE SOUTHERLY ALONG SAID WEST LINE, A DISTANCE OF 282.98 FEET TO A POINT OF INTERSECTION WITH SAID NORTH RIGHT-OF-WAY LINE OF POLK STREET;

THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA. CONTAINING 0.88 ACRES (38,202 SQUARE FEET), MORE OR LESS.

### **DESCRIPTION OF POLK STREET PARKING LOT:**

BEING ALL OF LOTS 8, 9, 10, 11, 12 AND 13, BLOCK 11, "HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 11, BEING A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF POLK STREET WITH THE EAST LINE OF A 15 FOOT ALLEY AND THE WEST LINE OF SAID LOT 8;

THENCE NORTHERLY ALONG SAID WEST LINE OF SAID LOT 8, A DISTANCE OF 134.61 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BEING A POINT OF INTERSECTION OF SAID EAST LINE OF A 15 FOOT ALLEY WITH THE SOUTH LINE OF A 14 FOOT ALLEY;

THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 8 THROUGH 13, AND SAID

SOUTH LINE OF SAID 14 FOOT ALLEY, A DISTANCE OF 240.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 13, BLOCK 11;

THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 134.55 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF POLK STREET;

THENCE WESTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 240.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING.

SAID LAND SITUATED, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA. CONTAINING 0.74 ACRES (32,297 SQUARE FEET) MORE OR LESS.

**DESCRIPTION OF OLD FIRE STATION (BARRY UNIVERSITY):**

BEING THAT PORTION OF BLOCK 12 AND PUBLIC RIGHT-OF-WAY ADJACENT THERETO, "RE-SUBDIVISION OF BLOCKS ELEVEN AND TWELVE HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF TAYLOR STREET WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 21ST AVENUE, BEING A LINE 50 FEET EAST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY EXTENSION OF THE MOST WESTERLY LINE OF BLOCK 11 OF SAID PLAT, A DISTANCE OF 287.66 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF FILLMORE STREET;

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF A 15 FOOT-WIDE ALLEY; THENCE SOUTHERLY ALONG SAID WEST LINE, A DISTANCE OF 287.66 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF TAYLOR STREET;

THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED, LYING AND BEING IN HOLLYWOOD, BROWARD COUNTY, FLORIDA. CONTAINING 0.89 ACRES {38,834 SQUARE FEET) MORE OR LESS.

PROPERTY SUMMARY

<b>Tax Year:</b> 2022	<b>Property Use:</b> 28 - Parking lots (commercial or patron), mobile home parks	<b>Deputy Appraiser:</b> Commercial Department
<b>Property Id:</b> 514215011950	<b>Millage Code:</b> 0513	<b>Appraisers Number:</b> 954-357-6835
<b>Property Owner/s:</b> CITY OF HOLLYWOOD DEPT OF COMMUNITY & ECONOMIC DEV	<b>Adj. Bldg. S.F:</b> 0	<b>Email:</b> <a href="mailto:commercialtrim@bcpa.net">commercialtrim@bcpa.net</a>
<b>Mailing Address:</b> 2600 HOLLYWOOD BLVD #206 HOLLYWOOD, FL 33020	<b>Bldg Under Air S.F:</b>	<b>Zoning :</b> GU - GOVERNMENT USE DISTRICT
<b>Physical Address:</b> 2031 POLK STREET HOLLYWOOD, 33020	<b>Effective Year:</b> 1968	<b>Abbr. Legal Des.:</b> HOLLYWOOD 1-21 B LOTS 8 THRU 13 BLK 11
	<b>Year Built:</b> 1967	
	<b>Units/Beds/Baths:</b> 0 / /	

2020 values are considered "working values" and are subject to change.

PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2022	\$580,990	\$54,680	0	\$635,670	\$635,670	
2021	\$580,990	\$54,680	0	\$635,670	\$635,670	
2020	\$580,990	\$54,680	0	\$635,670	\$635,670	

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

	County	School Board	Municipal	Independent
Just Value	\$635,670	\$635,670	\$635,670	\$635,670
Portability	0	0	0	0
Assessed / SOH	\$635,670	\$635,670	\$635,670	\$635,670
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	\$635,670	\$635,670	\$635,670	\$635,670
Affordable Housing	0	0	0	0
Taxable	0	0	0	0

SALES HISTORY FOR THIS PARCEL				LAND CALCULATIONS		
Date	Type	Price	Book/Page or Cin	Unit Price	Units	Type
10/08/2021	Multi Affidavit Non-Sale Title Change		117658633	\$18.00	32,277 SqFt	Square Foot

RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
514215013790	01/21/2022	Warranty Deed	Qualified Sale	\$650,000	117904585	1932 FILLMORE ST HOLLYWOOD, FL 33020
514215013500	01/07/2022	Warranty Deed	Qualified Sale	\$510,000	117854375	1920 PIERCE ST HOLLYWOOD, FL 33020
514215013490	01/06/2022	Warranty Deed	Qualified Sale	\$510,000	117852711	1914 PIERCE ST HOLLYWOOD, FL 33020
514215010210	12/30/2021	Warranty Deed	Qualified Sale	\$640,000	117862771	721 S 21 AVE HOLLYWOOD, FL 33020
514215011280	12/28/2021	Warranty Deed	Qualified Sale	\$4,275,000	117831950	2028 HARRISON ST HOLLYWOOD, FL 33020

SPECIAL ASSESSMENTS									SCHOOL
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc	<b>Dania Elementary:</b> A <b>Olsen Middle:</b> C <b>South Broward High:</b> C
Hlwd Fire Rescue (05) Governmental (X) 1									

ELECTED OFFICIALS

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	6	Beam Furr	23	Debbie Wasserman Shultz
Florida House Rep. District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
100	Joseph Geller	34	Gary M. Farmer, Jr.	Ann Murray



PROPERTY SUMMARY

<b>Tax Year:</b> 2022	<b>Property Use:</b> 89 - Municipal other than parks, recreational areas, colleges, hospitals	<b>Deputy Appraiser:</b> Commercial Department
<b>Property Id:</b> 514215030010	<b>Millage Code:</b> 0513	<b>Appraisers Number:</b> 954-357-6835
<b>Property Owner/s:</b> CITY OF HOLLYWOOD DEPT OF COMMUNITY & ECONOMIC DEV	<b>Adj. Bldg. S.F:</b> 5700	<b>Email:</b> <a href="mailto:commercialtrim@bcpa.net">commercialtrim@bcpa.net</a>
<b>Mailing Address:</b> 2600 HOLLYWOOD BLVD #206 HOLLYWOOD, FL 33020	<b>Bldg Under Air S.F:</b>	<b>Zoning :</b> GU - GOVERNMENT USE DISTRICT
<b>Physical Address:</b> 309 N 21 AVENUE HOLLYWOOD, 33020	<b>Effective Year:</b> 1970	<b>Abbr. Legal Des.:</b> RESUB OF BLKS 11 & 12 HOLLYWOOD 3-1 B LOTS 1 THRU 7 BLK 11
	<b>Year Built:</b> 1969	
	<b>Units/Beds/Baths:</b> 0 / /	

2020 values are considered "working values" and are subject to change.

PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2022	\$228,500	\$623,520	0	\$852,020	\$852,020	
2021	\$228,500	\$623,520	0	\$852,020	\$852,020	
2020	\$165,860	\$623,520	0	\$789,380	\$789,380	

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

	County	School Board	Municipal	Independent
Just Value	\$852,020	\$852,020	\$852,020	\$852,020
Portability	0	0	0	0
Assessed / SOH	\$852,020	\$852,020	\$852,020	\$852,020
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	\$852,020	\$852,020	\$852,020	\$852,020
Affordable Housing	0	0	0	0
Taxable	0	0	0	0

SALES HISTORY FOR THIS PARCEL				LAND CALCULATIONS		
Date	Type	Price	Book/Page or Cin	Unit Price	Units	Type
10/08/2021	Multi Affidavit Non-Sale Title Change		117658633	\$8.50	26,882 SqFt	Square Foot

RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
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SPECIAL ASSESSMENTS									SCHOOL
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc	<b>Dania Elementary:</b> A <b>Olsen Middle:</b> C <b>South Broward High:</b> C
HLwd Fire Rescue (05)									
Governmental (X)									
5,700									

ELECTED OFFICIALS

<b>Property Appraiser</b> Marty Kiar	<b>County Comm. District</b> 6	<b>County Comm. Name</b> Beam Furr	<b>US House Rep. District</b> 23	<b>US House Rep. Name</b> Debbie Wasserman Shultz
<b>Florida House Rep. District</b> 100	<b>Florida House Rep. Name</b> Joseph Geller	<b>Florida Senator District</b> 34	<b>Florida Senator Name</b> Gary M. Farmer, Jr.	<b>School Board Member</b> Ann Murray

PROPERTY SUMMARY

<b>Tax Year:</b> 2022	<b>Property Use:</b> 72 - Private schools and colleges	<b>Deputy Appraiser:</b> Commercial Department
<b>Property Id:</b> 514215030080	<b>Millage Code:</b> 0513	<b>Appraisers Number:</b> 954-357-6835
<b>Property Owner/s:</b> CITY OF HOLLYWOOD DEPT OF COMMUNITY & ECONOMIC DEV	<b>Adj. Bldg. S.F:</b> 10897	<b>Email:</b> <a href="mailto:commercialtrim@bcpa.net">commercialtrim@bcpa.net</a>
<b>Mailing Address:</b> 2600 HOLLYWOOD BLVD #206 HOLLYWOOD, FL 33020	<b>Bldg Under Air S.F:</b>	<b>Zoning :</b> GU - GOVERNMENT USE DISTRICT
<b>Physical Address:</b> 421 N 21 AVENUE HOLLYWOOD, 33020	<b>Effective Year:</b> 1998	<b>Abbr. Legal Des.:</b> RESUB OF BLKS 11 & 12 HOLLYWOOD 3-1 B LOTS 1 THRU 7 BLK 12
	<b>Year Built:</b> 1997	
	<b>Units/Beds/Baths:</b> 0 / /	

2020 values are considered "working values" and are subject to change.

PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2022	\$134,480	\$1,863,220	0	\$1,997,700	\$1,997,700	
2021	\$134,480	\$1,863,220	0	\$1,997,700	\$1,832,070	
2020	\$134,480	\$1,553,960	0	\$1,688,440	\$1,665,520	

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

	County	School Board	Municipal	Independent
Just Value	\$1,997,700	\$1,997,700	\$1,997,700	\$1,997,700
Portability	0	0	0	0
Assessed / SOH	\$1,997,700	\$1,997,700	\$1,997,700	\$1,997,700
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	\$1,997,700	\$1,997,700	\$1,997,700	\$1,997,700
Affordable Housing	0	0	0	0
Taxable	0	0	0	0

SALES HISTORY FOR THIS PARCEL				LAND CALCULATIONS		
Date	Type	Price	Book/Page or Cin	Unit Price	Units	Type
10/08/2021	Multi Affidavit Non-Sale Title Change		117658633	\$8.50	15,821 SqFt	Square Foot

RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
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SPECIAL ASSESSMENTS										SCHOOL
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc		Dania Elementary: A Olsen Middle: C South Broward High: C
HLwd Fire Rescue (05)										
Governmental (X)										
10,897										

ELECTED OFFICIALS

<b>Property Appraiser</b> Marty Kiar	<b>County Comm. District</b> 6	<b>County Comm. Name</b> Beam Furr	<b>US House Rep. District</b> 23	<b>US House Rep. Name</b> Debbie Wasserman Shultz
<b>Florida House Rep. District</b> 100	<b>Florida House Rep. Name</b> Joseph Geller	<b>Florida Senator District</b> 34	<b>Florida Senator Name</b> Gary M. Farmer, Jr.	<b>School Board Member</b> Ann Murray

PROPERTY SUMMARY

<b>Tax Year:</b> 2022	<b>Property Use:</b> 94 - Right-of-way, streets, roads, irrigation channel, ditch, etc.	<b>Deputy Appraiser:</b> Commercial Department
<b>Property Id:</b> 514215000010	<b>Millage Code:</b> 0513	<b>Appraisers Number:</b> 954-357-6835
<b>Property Owner/s:</b> CITY OF HOLLYWOOD DEPT OF COMMUNITY & ECONOMIC DEV	<b>Adj. Bldg. S.F:</b> 0	<b>Email:</b> <a href="mailto:commercialtrim@bcpa.net">commercialtrim@bcpa.net</a>
<b>Mailing Address:</b> 2600 HOLLYWOOD BLVD #206 HOLLYWOOD, FL 33020-4807	<b>Bldg Under Air S.F:</b>	<b>Zoning :</b> GU - GOVERNMENT USE DISTRICT
<b>Physical Address:</b> N 21 AVENUE HOLLYWOOD, 33020	<b>Effective Year:</b> 0	<b>Abbr. Legal Des.:</b> 15-51-42 STRIP 70 WIDE X 428.87 ADJ E R/W STATION GROUNDS HWY
	<b>Year Built:</b>	
	<b>Units/Beds/Baths:</b> 0 / /	

2020 values are considered "working values" and are subject to change.

PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2022	\$15,320	0	0	\$15,320	\$15,320	
2021	\$15,320	0	0	\$15,320	\$15,320	
2020	\$15,320	0	0	\$15,320	\$15,320	

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

	County	School Board	Municipal	Independent
Just Value	\$15,320	\$15,320	\$15,320	\$15,320
Portability	0	0	0	0
Assessed / SOH	\$15,320	\$15,320	\$15,320	\$15,320
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	\$15,320	\$15,320	\$15,320	\$15,320
Affordable Housing	0	0	0	0
Taxable	0	0	0	0

SALES HISTORY FOR THIS PARCEL					LAND CALCULATIONS		
Date	Type	Price	Book/Page or Cin		Unit Price	Units	Type
05/24/1967	Special Warranty Deed		3446 / 40		\$0.51	30,035 SqFt	Square Foot

RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
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SPECIAL ASSESSMENTS										SCHOOL
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc		Dania Elementary: A Olsen Middle: C South Broward High: C
HLwd Fire Rescue (05)										
Governmental (X)										
1										

ELECTED OFFICIALS

<b>Property Appraiser</b> Marty Kiar	<b>County Comm. District</b> 6	<b>County Comm. Name</b> Beam Furr	<b>US House Rep. District</b> 23	<b>US House Rep. Name</b> Debbie Wasserman Shultz
<b>Florida House Rep. District</b> 100	<b>Florida House Rep. Name</b> Joseph Geller	<b>Florida Senator District</b> 34	<b>Florida Senator Name</b> Gary M. Farmer, Jr.	<b>School Board Member</b> Ann Murray

# Exhibit B

# Green Reuse Area Designation Eligibility Statement

## University Station Green Reuse Area

N 21<sup>st</sup> Avenue between Polk Street and Fillmore Street, Hollywood, Florida 33020

Parcel ID Nos. 514215011950, 514215030010, 514215030080, and 514215000010

University Station I, LLC (“University Station”) proposes to redevelop and rehabilitate four parcels of land located on N 21<sup>st</sup> Avenue between Polk Street and Fillmore Street, Hollywood, Florida 33020, Parcel ID Nos. 514215011950, 514215030010, 514215030080, and 514215000010 (the “Subject Property”), as an affordable multifamily residential rental community consisting of 216 units in two buildings with up to 14,000 square feet of commercial space. Community amenities will include a pool; in-unit washer and dryers; market-rate finishes; and public parking for the larger community (the “Project”). As demonstrated herein, the Project meets all five of the applicable brownfield area designation criteria set forth at Section 376.80(2)(c), Florida Statutes.<sup>1</sup> In addition, the Subject Property meets the definition of a “brownfield site” pursuant to Section 376.79(4), Florida Statutes.

### I. Subject Property Satisfies the Statutory Criteria for Designation

**1. Agreement to Redevelop the Brownfield Site.** As the first requirement for designation, Florida Statutes § 376.80(2)(c)(1) provides that “[a] person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.”

*University Station satisfies this criterion in that it controls the Subject Property by virtue of the Interim Agreement between the City of Hollywood, Florida (the “City”) and University Station’s principal, Housing Trust Group, LLC (“HTG”) and has agreed to redevelop and rehabilitate it.<sup>2</sup> Accordingly, University Station meets this first criterion.*

**2. Economic Productivity.** As the second requirement for designation, Florida Statutes § 376.80(2)(c)(2) provides that “[t]he rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the rehabilitation agreement or an agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.”

*University Station satisfies this criterion in that the Project will result in significant economic productivity of the area. The budget for rehabilitation and redevelopment is approximately \$65.5 million<sup>3</sup> which will be spent in part on local labor, contractors, consultants, construction materials, furnishings, infrastructure improvements, and impact fees. This work will support numerous temporary construction jobs over the period of development. The construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants.*

*Additionally, the recognized literature regarding the local benefits produced by the development of affordable housing developments shows that this type of development substantially contributes to the economic productivity of an area in the form of stimulation of the local economy by residents and transformation of vacant land into economically productive communities. For example, in The National Association of Home Builders’ (“NAHB”) landmark study, The Local Economic Impact of Typical Housing Tax*

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<sup>1</sup> A copy of § 376.80, Florida Statutes, can be found at [Attachment A](#).

<sup>2</sup> See Interim Agreement at [Attachment B](#).

<sup>3</sup> See Sources & Uses Statement at [Attachment C](#).

*Credit Developments,<sup>4</sup> NAHB published models that estimate the local economic benefits of family tax credit developments and elderly tax credit developments. These models capture the effect of the construction activity itself, the positive economic ripple effect that occurs when income earned from construction activity is spent and recycled in the local economy, and the ongoing beneficial impacts that result from the new apartments becoming occupied by residents. On a quantitative basis, the results are even more impressive. According to the NAHB report, the estimated one-year impacts of building 100 affordable residential rental apartments include the following:*

- *\$7.9 million in local income*
- *122 local jobs*

*According to the report, these one-year impacts include both the direct and indirect impact of the construction activity itself, and the impact of local residents who earn money from the construction activity spending part of it within the local area's economy. Moreover, on a recurring basis, the economic impacts of building 100 affordable residential rental apartments include the following:*

- *\$2.4 million in local income*
- *30 local jobs*

*Extrapolating the NAHB model economic data to the redevelopment planned for the Subject Property, the "year of construction" and "annual recurring" impacts based on 216 units would be as follows:*

#### **Economic Productivity for University Station Development – Year of Construction**

*\$17.1 million in local income  
264 local jobs*

#### **Economic Productivity for University Station Development – Annually Recurring**

*\$5.2 million in local income  
65 local jobs*

*University Station further satisfies this criterion in that all of the units at the Subject Property will be rented to Income Eligible Households under the Low Income Housing Tax Credit Program, and rehabilitation and redevelopment of the Subject Property will "provide affordable housing as defined in s. 420.0004."<sup>5</sup> Accordingly, the employment creation threshold of at least five new permanent jobs is not applicable to the Project. For all the reasons discussed herein, University Station meets this second criterion.*

**3. Consistency with Local Comprehensive Plan and Permittable Use under Local Land Development Regulations.** As the third requirement for designation, Florida Statutes § 376.80(2)(c)(3) provides that "[t]he redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations."

*University Station satisfies this criterion in that the Subject Property has a Regional Activity Center ("RAC") land use designation. The RAC land use designation is intended to encourage attractive and functional mixed living, working, shopping, education, and recreational activities.<sup>6</sup> The Subject Property's redevelopment as described above is an allowable use in such designation. This consistency and permissibility is further reflected in the FHFC Local Government Verification that Development*

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<sup>4</sup> A complete copy of the NAHB report may be accessed here: [https://www.novoco.com/sites/default/files/atoms/files/nahb\\_jobs-report\\_2010.pdf](https://www.novoco.com/sites/default/files/atoms/files/nahb_jobs-report_2010.pdf)

<sup>5</sup> See University Station's Invitation to Enter Credit Underwriting from the Florida Housing Finance Corporation ("FHFC") at Attachment D for evidence that the Project will provide affordable housing.

<sup>6</sup> See § 4.5(B) of the City of Hollywood Zoning Code.

*is Consistent with Zoning and Land Use Regulations signed by Hollywood Planning Manager, Leslie A. Del Monte.<sup>7</sup> Accordingly, University Station meets the third criterion.*

**4. Public Notice and Comment.** Florida Statutes § 376.80(2)(c)(4) stipulates that "[n]otice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be posted in the affected area." Additional notice requirements pertaining to applicants other than a governmental entity can be found at Florida Statutes § 376.80(1)(c)(4)(b) and consist of publication in a newspaper of general circulation in the area, publication in ethnic newspapers or local community bulletins, and announcement at a scheduled meeting of the local governing body before the actual public hearing.

*University Station satisfies all applicable notice and opportunity to comment requirements established by Florida Statutes § 376.80(2)(c)(4) and § 376.80(1)(c)(4)(b) as follows:*

- (i) notice is being posted at the Subject Property;*
- (ii) notice is being published in the Sun Sentinel newspaper;*
- (iii) notice is being published in the Hollywood area community bulletin section of Craigslist; and*
- (iv) a virtual community meeting will be held, date to be announced, using a video and teleconferencing platform.*

*All notices will contain substantially the following narrative:*

*Representatives for University Station I, LLC will hold a virtual community meeting, date to be announced, at 5:30 p.m. until not later than 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of land identified by Parcel ID Nos. 514215011950, 514215030010, 514215030080, and 514215000010, as a Green Reuse Area. The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's Brownfield Redevelopment Act, and will involve two public hearings before Board of County Commissioners, dates to be announced.*

*The virtual community meeting, which will also address future development and rehabilitation activities planned for the site, is free and open to all members of the public. Please register at <http://bit.ly/UniversityStationMeeting> or call (305) 640-5300 before the meeting to receive meeting access instructions. For additional information, to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the meeting date, or to learn the dates of the two public hearings please contact the applicant's representatives, Michael R. Goldstein or Brett C. Brumund, who can be reached by phone at (305) 640-5300, by email at [bbrumund@goldsteinenvlaw.com](mailto:bbrumund@goldsteinenvlaw.com), and/or U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Blvd., Suite 710, Coral Gables, FL 33134.*

*Proof of publication or posting, as appropriate, will be provided to the City.*

**5. Reasonable Financial Assurance.** As the fifth requirement for designation, Florida Statutes § 376.80(2)(c)(5) provides that "[t]he person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan."

*The total capital budget of approximately \$65.5 million for the Project is fully funded through a combination of debt and equity.<sup>8</sup> Specifically, the Project is funded through a \$23.4 million permanent loan; \$26.2 million in Low Income Housing Tax Credit equity; a \$6.3 million State Apartment Incentive Loan ("SAIL"); a \$600,000 Extremely Low Income ("ELI") loan; a \$1.5*

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<sup>7</sup> See Attachment E.

<sup>8</sup> See Attachment C.

*million National Housing Trust Fund (“NHTF”) loan; a \$100,000 grant; \$3.1 million in self-sourced funds; and a \$1.3 million deferred developer fee.<sup>9</sup>*

*In addition, University Station’s principal, Housing Trust Group, LLC (“HTG”), is a sophisticated, experienced, and credentialed developer of housing communities, with over 40 years of experience in Florida and throughout the United States, and an impressive portfolio of affordable housing developments. HTG has a proven history of procuring funding through state and local housing finance authorities, as well as international financial institutions. Based on the current financial position of University Station, its principal, a proven history of leveraging assets with other capital sources, an impressive track record of success, and a staff of highly experienced and sophisticated development officials, University Station has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan. It therefore satisfies this fifth criterion.*

## **II. Subject Property Meets the Definition of Brownfield Site**

Section 376.79(4), Florida Statutes, defines “brownfield site” to mean “. . . real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.” The facts here evidence that the Subject Property falls within the definition of the term “brownfield site” in that there is a perception of contamination on the Subject Property arising out of its historical use as a City of Hollywood fire station and, separately, as a drycleaning facility. Both historical uses are commonly considered sources of soil and groundwater contamination. This perception of contamination has complicated redevelopment for University Station by increasing the potential exposure to environmental and regulatory liability if actual contamination is discovered as redevelopment progresses.

Specifically, University Station’s Phase I Environmental Site Assessment of the Subject Property identified both the historical fire station and drycleaning uses as recognized environmental conditions. The drycleaner operated on the southwestern portion of the Subject Property from at least 1949 into the early 1960s with little regulatory information available about its operations. Drycleaners are common sources of contamination due to their use of highly mobile and persistent chlorinated solvents. Accidental releases of these solvents during the facility’s operation could result in soil and groundwater contamination that would only be discovered as redevelopment progresses. Similarly, the historical City fire station located on the Subject Property contributes to the perception of contamination due to its use of a 1,000-gallon underground storage tank (“UST”) that was removed in 1988 with no documentation of closure or removal, as well as the potential presence of Perfluorooctanoic acid (“PFOA”) and Perfluorooctane sulfonate (“PFAS”). USTs, especially older USTs, deteriorate over time and may leak contents into surrounding soil and groundwater. When USTs are removed, any soil or groundwater impacts can be easily identified. However, the lack of closure documentation available here increases the risk that previously undiscovered UST contents could be discovered as redevelopment progresses. Fire stations are also commonly associated with the contaminants of emerging concern, PFOA and PFAS, due to their use in firefighting materials such as aqueous film forming foam. PFOA and PFAS tend to persist in the environment but can be addressed through conventional remediation techniques if discovered. The historical drycleaning and fire station uses at the Subject Property independently generate a perception that contamination could exist such that redevelopment will be complicated for University Station.

The perception of contamination on the Subject Property has complicated redevelopment efforts for University Station by increasing exposure to environmental and regulatory liability with respect to the Project and making it materially more expensive and time consuming to move forward. If contamination related to the Subject Property’s historical uses is discovered during redevelopment, the investigation and remediation of the contamination itself adds yet another major level of complexity as it would require close and constant oversight

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<sup>9</sup> See [Attachment F](#) for a letter of intent from Raymond James Tax Credit Funds, Inc. discussing the LIHTC equity contribution and self-sourced funds; see also FHFC’s invitation to enter credit underwriting at [Attachment D](#) for a discussion of the SAIL, ELI loan, NHTF loan, and grant.



by the Broward County Environmental Protection and Growth Management Department.<sup>10</sup> The regulatory process associated with remediation can be lengthy, complicated, uncertain, and without guaranteed end points. Accordingly, University Station has no assurance that as it moves forward with the Project the total cost of cleanup, if environmental impacts are later found, would not in fact ultimately exceed what is currently projected. Such uncertainty constitutes an *acute* form of redevelopment complexity that goes to the heart of the Florida Brownfields Program and underscores why incentives are so important for sites and projects exactly like this one.

In sum, perceived contamination on the Subject Property creates a material level of regulatory, construction, health, and legal liability risk, complicates redevelopment efforts, and requires significant time and money for environmental, engineering, and legal consultants to properly investigate and address. Accordingly, this designation, if granted, will allow for University Station to access limited but important state-based economic incentives to help underwrite the unanticipated and unbudgeted costs associated with managing the environmental risk as well as, generally, to put the Project to a more certain financial ground. In this sense, the designation will not only play a critical role in the successful redevelopment of the Subject Property, but also in the larger revitalization efforts for this area of Hollywood.

Based on all the foregoing, the Subject Property clearly falls within the definition of “brownfield site” as set forth in § 376.79(4), Florida Statutes.

### **III. Conclusion**

University Station has demonstrated that the Subject Property meets the definition of a “brownfield site” and that it satisfies the five statutory criteria for designation. Accordingly, designation of the Subject Property as a Brownfield Area pursuant to § 376.80(2)(c), Florida Statutes, of Florida’s Brownfield Redevelopment Act is appropriate.

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<sup>10</sup> As it stands, and as just one example of the additional complexity posed by actual and perceived contamination, if contamination is discovered onsite, University Station must comply with an expensive and challenging protocol for dewatering that only applies to development projects on or near contaminated sites. Enclosed as Attachment G is the Broward County dewatering protocol evidencing the many extra steps that will be triggered if contamination is discovered and if dewatering is required.

# Attachment A

Select Year: 2021 ▼ Go

## The 2021 Florida Statutes

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[Title XXVIII](#)  
NATURAL RESOURCES; CONSERVATION,  
RECLAMATION, AND USE

[Chapter 376](#)  
POLLUTANT DISCHARGE PREVENTION  
AND REMOVAL

[View Entire  
Chapter](#)

### **376.80 Brownfield program administration process.—**

(1) The following general procedures apply to brownfield designations:

(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.

(b) For a brownfield area designation proposed by:

1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).

2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. [403.182](#), of its decision to designate a brownfield area for rehabilitation for the purposes of ss. [376.77-376.86](#). The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. [403.182](#), of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. [166.041](#), except that the procedures for the public hearings on the proposed resolution must be in the form established in s. [166.041\(3\)\(c\)2](#). For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. [125.66](#), except that the procedures for the public hearings on the proposed resolution shall be in the form established in s. [125.66\(4\)\(b\)](#).

3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government shall grant the request.

4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity. Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):

a. At least one of the required public hearings shall be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.

(2)(a) *Local government-proposed brownfield area designation outside specified redevelopment areas.*—If a local government proposes to designate a brownfield area that is outside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area, the local government shall provide notice, adopt the resolution, and conduct public hearings pursuant to paragraph (1)(c). At a public hearing to designate the proposed brownfield area, the local government must consider:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;
2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;
3. Whether the area has potential to interest the private sector in participating in rehabilitation; and
4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.

(b) *Local government-proposed brownfield area designation within specified redevelopment areas.*—Paragraph (a) does not apply to a proposed brownfield area if the local government proposes to designate the brownfield area inside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area and the local government complies with paragraph (1)(c).

(c) *Brownfield area designation proposed by persons other than a governmental entity.*—For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.
2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. [420.0004](#) or the creation of recreational areas, conservation areas, or parks.
3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permissible use under the applicable local land development regulations.
4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.
5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

(d) *Negotiation of brownfield site rehabilitation agreement.*—The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.

(3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination

changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

(4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

(5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:

(a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.

(b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.

(c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.

(d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. [376.81](#), including any applicable requirements for risk-based corrective action.

(e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.

(f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.

(g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. [376.77-376.86](#), and that will improve or enhance the brownfield site rehabilitation process.

(h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into

account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

(i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

(6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:

- (a) Meets all certification and license requirements imposed by law; and
- (b) Will conduct sample collection and analyses pursuant to department rules.

(7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.

(8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. [376.82](#) are revoked.

(9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. [403.182](#) to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:

- (a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and
- (b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

The local pollution control program shall not be delegated authority to take action on or to make decisions regarding any brownfield site on land owned by the local government. Any delegation agreement entered into pursuant to this subsection shall contain such terms and conditions necessary to ensure the effective and efficient administration and enforcement of the statutory requirements of the brownfield program as established by the act and the relevant rules and other criteria of the department.

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and

environmental hazards, and to promote the creation of jobs and economic development in these previously run-down, blighted, and underutilized areas.

(11)(a) The Legislature finds and declares that:

1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.
2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. 376.78.
3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.
4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.

(b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:

1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.
2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.
3. Any new or increased access to open, green, park, or other recreational spaces that provide recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.
4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.

(c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.

(12) A local government that designates a brownfield area pursuant to this section is not required to use the term “brownfield area” within the name of the brownfield area designated by the local government.

**History.**—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239; s. 2, ch. 2014-114.

# Attachment B



## INTERIM AGREEMENT

This Interim Agreement is entered into this 30 day of September, 2020, by and between the **CITY OF HOLLYWOOD, FLORIDA**, a Florida municipal corporation (the "CITY") and **HOUSING TRUST GROUP, LLC**, a Florida limited liability company, and its respective successors and assigns ("HTG"), pursuant to Section 255.065(6), Florida Statutes:

### RECITALS

WHEREAS the CITY owns the approximately 2.5 acres of real property located at 309 N. 21<sup>st</sup> Avenue, 2031 Polk Street and 421 N. 21<sup>st</sup> Avenue in the City of Hollywood, Florida, and which are more legally described as follows:

See Exhibit "A" (hereinafter the "Property");

WHEREAS on March 12, 2020, the CITY received an unsolicited proposal from HTG pursuant to Section 255.065(3), Florida Statutes, to finance, develop, construct and manage an urban, mixed-use project to be known as "University Station," as more particularly described in its unsolicited proposal;

WHEREAS, the unsolicited proposal from HTG included (a) a description of the proposed project, including the conceptual design of the facilities and a schedule for the initiation and completion of the project, (b) a description of the method by which HTG proposes to secure the necessary property interests required for its proposed project, (c) a description of HTG's general plans for financing the proposed project, including the sources of HTG's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of HTG, (d) the name and address of the person to be contacted for additional information concerning the proposal, and (e) the proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time;

WHEREAS, the City determined that the unsolicited proposal submitted by HTG constitutes a qualifying project pursuant to Section 255.065(1)(i), Florida Statutes, as it serves a public purpose as an urban, mixed use project that incorporates a vehicle parking facility and which will be used by the public at large or in support of an accepted public purpose or activity; and

WHEREAS, pursuant to Section 255.065(3)(b), Florida Statutes, the City published a Notice of Unsolicited Proposal for Public Private Partnership Opportunity for University Station in the Florida Administrative Register and the Sun-Sentinel for at least once a week for two weeks, starting on February 19, 2020; and

WHEREAS, the Notice of Unsolicited Proposal for Public Private Partnership Opportunity for University Station stated that the City had received an unsolicited proposal and would accept other proposals for the same project up to March 12, 2020; and

WHEREAS, the City received one timely proposal in response to its Notice of Unsolicited Proposal for Public Private Partnership Opportunity for University Station, from Pinnacle Communities, LLC; and

WHEREAS, oral presentations were made by HTG and Pinnacle Communities, LLC before a City Evaluation Committee on May 11, 2020; and

WHEREAS, the City's Evaluation Committee ranked HTG's unsolicited proposal as its preferred proposal in accordance with Section 255.065(5)(c), Florida Statutes, thereby authorizing the CITY to commence negotiations for a Comprehensive Agreement with HTG, encompassing therein the development, improvement, design, construction, occupation, and management of the Property; and

WHEREAS, at its regularly scheduled meeting of July 1, 2020 the City Commission reviewed the materials provided by staff, including the ranking and recommendation of the City's Selection Committee, ranked HTG's unsolicited proposal as its preferred proposal in accordance with Section 255.065(5)(c), Florida Statutes and authorized City staff to negotiate an Agreement with HTG; and

WHEREAS, in accordance with Section 255.065(6), Florida Statutes, a responsible public entity is authorized to enter into an Interim Agreement with a private entity proposing the development or operation of a qualifying project, before or in connection with the negotiation of a Comprehensive Agreement, for purposes of authorizing the private entity to commence activities for which it can be compensated related to the proposed qualifying project, including, but not limited to, project planning and development, design, environmental analysis and mitigation, survey, other activities concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities, as well as purposes related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate; and

WHEREAS, before and in connection with the negotiation of a Comprehensive Agreement, the CITY and HTG are desirous of commencing activities related to the qualifying project and the Property, including but not limited to, permission to enter upon the Property for purposes of conducting environmental analysis and mitigation, surveys, submission of any applications for potential financing, and other activities related to the development of the qualifying project that the CITY and HTG deem appropriate, under terms and conditions set forth herein; and

WHEREAS, at its regularly scheduled meeting on September 16, 2020, the City Commission considered and approved the City's entrance into this Interim Agreement with HTG;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the CITY and HTG agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

## **2. Investigation Period and Commencement Date**

**2.1** In accordance with Section 255.065(6), Florida Statutes, the Parties agree that neither this Interim Agreement, nor any work to be performed in accordance herewith, obligates the CITY to enter into a Comprehensive Agreement with HTG.

**2.2** HTG, through its agents, servants, employees and contractors, is authorized and entitled, at its expense, to commence activities related to the proposed qualifying project, including but not limited to, project planning and development, design, and financial and business planning.

**2.3** HTG, through its agents, servants, employees and contractors, is authorized and entitled, at its expense, to enter upon the Property for the purpose of conducting an investigation, discovery, inspection, and testing of the Property, including soil testing and boring, environmental studies, and surveying;

**2.4** HTG, through its agents, servants, employees and contractors, is authorized and entitled, contingent upon obtaining all necessary approvals and permits, to enter upon the Property for purposes of relocating, improving, or expanding public utilities, at its expense, deemed necessary by both CITY and HTG, for the construction of the qualifying project.

**2.5** This Interim Agreement is contingent upon HTG, including its agents, servants, employees, and contractors, obtaining all the necessary governmental approvals and permits for the construction of the qualifying project by any governmental authority including any federal, state, county municipal or other governmental department or entity with jurisdiction over the Property or the proposed qualifying project. In the event HTG, its agents, servants, employees, and contractors, fail to obtain the necessary permits and approvals if applicable, then this Interim Agreement shall be null and void.

**3. Investigation Period and Commencement Date.** HTG shall have an Investigation Period that will end at the Commencement Date. The Commencement Date is defined in each of the Lease Agreements as defined in Section 6.

**4. Expedited Approvals.** The Parties shall use their best efforts in seeking and providing necessary approvals and permits related to the scope of work under this Interim Agreement. The CITY agrees to reasonably cooperate with HTG in securing all permits and approvals necessary to complete the scope of work under this Interim Agreement.

The CITY hereby consents to HTG's use of privatized inspection services, selected from the CITY's approved list of inspectors, at HTG's option, and sole cost and expense, to perform, under the CITY's guidance, the various inspections and approvals required for the scope of work under this Interim Agreement.

**5. Effective Date.** The Effective Date of this Interim Agreement shall be the date the last party executes this Interim Agreement.

**6. Lease Agreements.** In order to facilitate certain funding mechanisms available to the Property as a result of the ultimate project improvements proposed and as contemplated in HTG's proposal, the City agrees to enter into Lease Agreements for the Project (Phase I and Phase II) ("Lease Agreements"). These Lease Agreements will be entered into with the following single purpose entities created by HTG for the purpose of owning the improvements during the term of the Lease Agreements: **University Station I, LLC**, a Florida limited liability company; and **University Station II, LTD**, a Florida limited partnership. Copies of the Lease Agreements are attached as Exhibits "B" and "C". The Lease Agreements shall be amended, if required and as needed in connection with the Comprehensive Agreement. In the event a Comprehensive Agreement is not entered into between the City and HTG by June 30, 2022, the parties agree and acknowledge to mutually terminate the Lease Agreements or cause to have the Lease Agreements terminated, within thirty (30) days thereafter.

## **7. Indemnity**

**7.1** HTG shall protect, defend, indemnify and hold harmless the CITY, its officials, officers, employees and agents from and against any and all claims, demands, causes of action, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorney's fees and costs through trial and the appellate level, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of HTG under this Interim Agreement, conditions contained therein, the location, construction, repair, or use by HTG, or the breach or default by HTG, its agents, servants, employees or contractors of any covenant or provision of this Interim Agreement, the negligent acts or omission or willful misconduct of HTG or its agents, servants, employees or contractors except for any occurrence arising out of or resulting from the intentional torts or gross negligence of CITY, its officers and employees acting within the course and scope of their employment. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of any of the Property by HTG, its agents, servants, employees or contractors, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by HTG, its agents, servants, employees or contractors or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by HTG, its agents, servants, employees or consultants are included in the indemnity.

HTG further agrees, upon proper and timely notice, to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent, and if called upon by CITY, HTG shall assume and defend not only itself, but also the CITY in connection with any claims, suits, or causes of action, and any such defense shall be at no cost or expense whatsoever to the CITY, provided that the CITY (exercisable by City Attorney) shall retain the right to select counsel of its own choosing. This indemnification shall survive termination, revocation or expiration of this Interim Agreement and shall cover any acts or omissions occurring during the term of the Interim Agreement, including any period after termination, revocation or expiration of the Interim Agreement while any curative acts are undertaken and is not limited by insurance coverage. Notwithstanding the foregoing, the discovery by HTG of contamination at the Property shall not, by itself, be considered

damage to property resulting from HTG's or its agents, servants, employees, or contractors' use of or access to the Property which is subject to the indemnity covenants of HTG contained herein.

**Upon request by CITY, HTG shall provide copies of all property condition reports and environmental assessments conducted or surveys completed by HTG, its agents, employees or contractors on the Property.**

7.2. All construction materials, equipment, goods, signs and any other personal property of HTG, its agents, servants, employees or contractors, shall be protected solely by HTG. HTG acknowledges and agrees that the CITY assumes no responsibility, whatsoever, for any such item and that the security and protection of any such item from theft, vandalism, the elements, acts of God, or any other cause, are strictly the responsibility of HTG.

## **8. Insurance.**

8.1 As a condition precedent to the effectiveness of this Interim Agreement, during the term of this Interim Agreement and during any renewal or extension term of this Interim Agreement, HTG, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of HTG. HTG shall provide the CITY a certificate of insurance evidencing such coverage. HTG's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by HTG shall not be interpreted as limiting HTG's liability and obligations under this Interim Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by HTG for assessing the extent or determining appropriate types and limits of coverage to protect HTG against any loss exposures, whether as a result of this Interim Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by HTG under this Interim Agreement.

8.2 The following insurance policies and coverages are required:

### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of HTG. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

#### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If HTG does not own vehicles, HTG shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### **Crane and Rigging Liability**

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

#### **Pollution and Remediation Legal Liability (Hazardous Materials)**

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

#### **Contractors Pollution Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

#### **Asbestos Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

#### **Disposal Coverage**

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from

the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

### **Hazardous Waste Transportation Coverage**

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

### **Property Coverage (Builder's Risk)**

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the CITY as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the CITY.

### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute.

HTG waives, and HTG shall ensure that HTG's insurance carrier waives, all subrogation rights against the CITY and the CITY's officers, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

HTG must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

### **Insurance Certificate Requirements**

- a. HTG shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. HTG shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of HTG to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, HTG shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The CITY shall be granted a Waiver of Subrogation on HTG's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

HTG has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at HTG's expense.



If HTG's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, HTG may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

HTG's insurance coverage shall be primary insurance as respects to the CITY, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by HTG that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, HTG must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of HTG's insurance policies.

HTG shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to HTG's insurance company or companies and the CITY's Risk Management office, as soon as practical.

It is HTG's responsibility to ensure that any and all of HTG's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of HTG.

**9. Joint Preparation.** Each party and its counsel have participated fully in the review and revision of this Interim Agreement and acknowledge that the preparation of this Interim Agreement has been their joint effort. The language in this Interim Agreement expresses the mutual intent of each party and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other. The language in this Interim Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**10. Severability.** If any provision of this Interim Agreement, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Interim Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Interim Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Interim Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Interim Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Interim Agreement, unless otherwise expressly provided. All terms and words used in this Interim Agreement, regardless of the number or gender in which they are used, are

deemed to include any other number and other gender, as the context requires.

**11. No Waiver of Sovereign Immunity.** Nothing contained in this Interim Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

**12. No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Interim Agreement. Neither of the parties intends to directly or substantially benefit a third party by this Interim Agreement. The parties agree that there are no third party beneficiaries to this Interim Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Interim Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**13. Non-Discrimination.** HTG shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Interim Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**14. Termination.** In the event a Comprehensive Agreement is not entered into between the City and HTG by June 30, 2022, the parties agree and acknowledge to mutually terminate the attached Lease Agreements and this Interim Agreement or cause to have the Lease Agreements and this Interim Agreement terminated, within thirty (30) days thereafter.

**15. Breach.** A material breach of this Interim Agreement by HTG shall be grounds for the CITY to terminate this Interim Agreement, except that before such termination, HTG shall be entitled to ten (10) days written notice and an opportunity to cure the breach within such period. Notice of any breach may be sent as provided in Section 19, Notice, of this Interim Agreement.

**16. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interim Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**17. Governing Law.** This Interim Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Interim Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Interim Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Interim Agreement, CITY and HTG hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Interim Agreement or any acts or omissions in relation thereto.

**18. Scrutinized Companies.** As a condition precedent to the effectiveness of this Interim Agreement and as a condition precedent to any renewal of this Interim Agreement, HTG certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel. The CITY may terminate this Interim Agreement at the CITY's option if HTG is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel as defined in Sections 287.135 and 215.4725, Florida Statutes (2018), as may be amended or revised.

**19. Notice.** Whenever any party desires to give notice to any other party, it must be given by written notice sent by electronic mail, followed by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving notice:

**CITY:**

City of Hollywood  
Office of Communications, Marketing and Economic Development  
2600 Hollywood Boulevard  
Room 203  
Hollywood, FL 33020  
Attn: Raelin Storey

**With a copy to:**

City of Hollywood  
Office of the City Attorney  
2600 Hollywood Boulevard  
Hollywood, FL 33020  
Attn: Douglas R. Gonzales

**HTG:**

Matthew Rieger, Esq  
President and CEO  
Housing Trust Group, LLC  
3225 Aviation Avenue, 6<sup>th</sup> Floor  
Coconut Grove, FL 33133

With a copy to:

Debbie Orshefsky, Esq. (debbie.orshefsky@hklaw.com)  
Holland & Knight LLP  
515 East Las Olas Blvd., Ste. 1200  
Fort Lauderdale, FL 33301


**[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]**

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have executed this Interim Agreement to be effective as of the day and year first set forth above.

**CITY:**

**CITY OF HOLLYWOOD**, a municipal corporation of the State of Florida

By:   
Josh Levy, Mayor

By:   
David Keller, Interim Director, Financial Services

**ATTEST:**

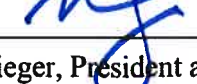
  
Patricia Cerny, MMC City Clerk

Approved as to form and legal sufficiency  
for the use and reliance of the  
City of Hollywood, Florida:

  
Douglas R. Gonzales, City Attorney 

**HTG:**

**HOUSING TRUST GROUP, LLC**, a Florida limited liability company

By:   
Matthew Rieger, President and CEO

**Exhibit "A"**

**LEGAL DESCRIPTION**

**DESCRIPTION OF BLOCK 11-SHUFFLEBOARD CENTER:**

BEING THAT PORTION OF BLOCK 11 AND PUBLIC RIGHT-OF-WAY ADJACENT THERETO, "RE-SUBDIVISION OF BLOCKS ELEVEN AND TWELVE HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF POLK STREET WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 21ST AVENUE, BEING A LINE FIFTY (50) FEET EAST OF, AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY EXTENSION OF THE MOST WESTERLY LINE OF SAID BLOCK 11 A DISTANCE OF 282.98 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF TAYLOR STREET;

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF A 15 FOOT-WIDE ALLEY; THENCE SOUTHERLY ALONG SAID WEST LINE, A DISTANCE OF 282.98 FEET TO A POINT OF INTERSECTION WITH SAID NORTH RIGHT-OF-WAY LINE OF POLK STREET;

THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA. CONTAINING 0.88 ACRES (38,202 SQUARE FEET), MORE OR LESS.

**DESCRIPTION OF POLK STREET PARKING LOT:**

BEING ALL OF LOTS 8, 9, 10, 11, 12 AND 13, BLOCK 11, "HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 11, BEING A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF POLK STREET WITH THE EAST LINE OF A 15 FOOT ALLEY AND THE WEST LINE OF SAID LOT 8; THENCE NORTHERLY ALONG SAID WEST LINE OF SAID LOT 8, A DISTANCE OF 134.61 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BEING A POINT OF INTERSECTION OF SAID EAST LINE OF A 15 FOOT ALLEY WITH THE SOUTH LINE OF A 15 FOOT ALLEY;

THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 8 THROUGH 13, AND SAID

SOUTH LINE OF SAID 14 FOOT ALLEY, A DISTANCE OF 240.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 13, BLOCK 11;

THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 134.55 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF POLK STREET; THENCE WESTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 240.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING.

SAID LANDS SITUATED, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA. CONTAINING 0.74 ACRES (32,297 SQUARE FEET) MORE OR LESS.

**DESCRIPTION OF FORMER FIRE STATION (BARRY UNIVERSITY):**

BEING THAT PORTION OF BLOCK 12 AND PUBLIC RIGHT-OF-WAY ADJACENT THERETO, "RE-SUBDIVISION OF BLOCKS ELEVEN AND TWELVE HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF TAYLOR STREET WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 21ST AVENUE, BEING A LINE 50 FEET EAST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY EXTENSION OF THE MOST WESTERLY LINE OF BLOCK 11 OF SAID PLAT, A DISTANCE OF 287.66 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF FILLMORE STREET;

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF A 15 FOOT-WIDE ALLEY; THENCE SOUTHERLY ALONG SAID WEST LINE, A DISTANCE OF 287.66 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF TAYLOR STREET;

THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 135 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED, LYING AND BEING IN HOLLYWOOD, BROWARD COUNTY, FLORIDA. CONTAINING 0.89 ACRES (38,834 SQUARE FEET) MORE OR LESS.

**Exhibit "B"**

**University Station – Phase I Agreement**



**Exhibit "C"**

**University Station – Phase II Agreement**

# Attachment C

# Housing Trust Group

## University Station - Broward - Family

### Sources & Uses

Uses				Permanent Phase			Construction Phase		
	Ref.	Total	%	Per Unit			Total	%	Per Unit
<b>Hard Costs</b>									
<b>GC Contract</b>									
Hard Construction Costs		32,864,040	50.19%	152,148			32,864,040	57.39%	152,148.33
Demolition		20,000	0.03%	93			20,000	0.03%	93
Commercial Component Hard Cost		5,073,500	7.75%	23,488			5,073,500	8.86%	23,488
GC Profit		2,277,452	3.48%	10,544			2,277,452	3.98%	10,544
GC General Requirements		2,277,452	3.48%	10,544			2,277,452	3.98%	10,544
GC Overhead		759,151	1.16%	3,515			759,151	1.33%	3,515
General Liability Insurance		156,870	0.24%	726			156,870	0.27%	726
Construction - P&P Bond		301,921	0.46%	1,398			301,921	0.53%	1,398
<b>GC Contract Total</b>		<b>43,730,387</b>	<b>66.79%</b>	<b>202,455</b>			<b>43,730,387</b>	<b>76.36%</b>	<b>202,455</b>
Hard Cost Contingency @:	5.0%	2,186,519	3.34%	10,123			2,186,519	3.82%	10,123
Recreational / Owner Items		480,000	0.73%	2,222			480,000	0.84%	2,222
<b>Total Hard Costs</b>		<b>46,396,906</b>	<b>70.86%</b>	<b>214,800</b>			<b>46,396,906</b>	<b>81.02%</b>	<b>214,800</b>
<b>Soft Costs</b>									
<b>Financial Costs</b>									
Construction Interest Expense		1,227,503	1.87%	5,683			1,227,503	2.14%	5,683
Other Interest Expense		50,000	0.08%	231			50,000	0.09%	231
Construction Loan Origination Fee		187,500	0.29%	868			187,500	0.33%	868
Construction Loan Closing Costs		75,000	0.11%	347			75,000	0.13%	347
Permanent Loan Origination Fee		175,320	0.27%	812			175,320	0.31%	812
Initial Financing Fee		-	0.00%	-			-	0.00%	-
Permanent Loan Closing Costs		46,752	0.07%	216			46,752	0.08%	216
Legal - Lender		120,000	0.18%	556			120,000	0.21%	556
Syndication Fees		30,000	0.05%	139			30,000	0.05%	139
Placement Agent		31,000	0.05%	144			31,000	0.05%	144
SAIL Origination & Extension		138,187	0.21%	640			138,187	0.24%	640
Costs of Issuance		270,000	0.41%	1,250			270,000	0.47%	1,250
<b>Total Financial Costs</b>		<b>2,351,262</b>	<b>3.59%</b>	<b>10,885</b>			<b>2,351,262</b>	<b>4.11%</b>	<b>10,885</b>
<b>Reports &amp; Studies</b>									
Appraisal		10,000	0.02%	46			10,000	0.02%	46
Environmental Report		10,000	0.02%	46			10,000	0.02%	46
Geotech Report		10,000	0.02%	46			10,000	0.02%	46
Market Study		10,000	0.02%	46			10,000	0.02%	46
Plan and Cost Review		5,000	0.01%	23			5,000	0.01%	23
Traffic Study		5,000	0.01%	23			5,000	0.01%	23
<b>Total Reports and Studies</b>		<b>50,000</b>	<b>0.08%</b>	<b>231</b>			<b>50,000</b>	<b>0.09%</b>	<b>231</b>
<b>General Development Costs</b>									
Accounting Fees		35,000	0.05%	162			35,000	0.06%	162
Architect - Design	3.00%	1,230,000	1.88%	5,694			1,230,000	2.15%	5,694
Architect - Supervision		60,000	0.09%	278			60,000	0.10%	278
Architect - Landscape		-	0.00%	-			-	0.00%	-
Building Permits	3,000.00	648,000	0.99%	3,000			648,000	1.13%	3,000
Engineering Fee		100,000	0.15%	463			100,000	0.17%	463
FHFC Administrative Fees	9.00%	242,837	0.37%	1,124			242,837	0.42%	1,124
FHFC Application Fees		4,000	0.01%	19			4,000	0.01%	19
FHFC Compliance Mon. Fee		-	0.00%	-			-	0.00%	-
FHFC - Underwriting Fee		17,845	0.03%	83			17,845	0.03%	83
Green Certification - NGBS/LEED		54,000	0.08%	250			54,000	0.09%	250
Impact Fees	\$2,200	475,200	0.73%	2,200			475,200	0.83%	2,200
Inspection & Material Testing Fees		180,000	0.27%	833			180,000	0.31%	833
Survey & Platting (including as-built)		25,000	0.04%	116			25,000	0.04%	116
Utility & Submetering Connection		\$561,600	0.86%	2,600			561,600	0.98%	2,600
Organizational Costs		10,000	0.02%	46			10,000	0.02%	46
Site Preparation		-	0.00%	-			-	0.00%	-
<b>Total General Development Costs</b>		<b>3,643,482</b>	<b>5.56%</b>	<b>16,868</b>			<b>3,643,482</b>	<b>6.36%</b>	<b>16,868</b>
<b>Legal</b>									
Legal Fees		150,000	0.23%	694			150,000	0.26%	694
Legal Fees- Partnership		50,000	0.08%	231			50,000	0.09%	231
Legal - Construction		-	0.00%	-			-	0.00%	-
Legal - Zoning, Site Plan, & Platting		100,000	0.15%	463			100,000	0.17%	463
Legal - Other (i.e. Environmental)		200,000	0.31%	926			200,000	0.35%	926
Title Insurance, Taxes, & Recording	0.25%	156,502	0.24%	725			156,502	0.27%	725
<b>Total Legal</b>		<b>656,502</b>	<b>1.00%</b>	<b>2,345</b>			<b>506,502</b>	<b>0.88%</b>	<b>2,345</b>
<b>Marketing and Lease-up</b>									
Marketing Costs & Other		25,000	0.04%	116			25,000	0.04%	116
Lease Up Costs		75,000	0.11%	347			75,000	0.13%	347
<b>Total Marketing &amp; Lease-up</b>		<b>100,000</b>	<b>0.15%</b>	<b>463</b>			<b>100,000</b>	<b>0.17%</b>	<b>463</b>
<b>Taxes and Insurance</b>									
Builder's Risk & Const. Insurance	1.00%	328,640	0.50%	1,521			328,640	0.57%	1,521
Insurance- Property/Liability		210,899	0.32%	976			210,899	0.37%	976
Property Taxes & Other	2.13%	-	0.00%	-			-	0.00%	-
<b>Total Taxes and Insurance</b>		<b>539,539</b>	<b>0.82%</b>	<b>2,498</b>			<b>539,539</b>	<b>0.94%</b>	<b>2,498</b>
<b>Soft Cost Contingency</b>	5.00%	<b>249,476</b>	<b>0.38%</b>	<b>1,154.98</b>			<b>249,476</b>	<b>0.44%</b>	<b>1,155</b>
<b>Sub-Total</b>		<b>53,987,167</b>	<b>82.45%</b>	<b>249,246</b>			<b>53,837,167</b>	<b>94.01%</b>	<b>249,246</b>
<b>Land Acquisition Costs</b>									
Land, To be Acquired		1,060,000	1.62%	4,907			1,060,000	1.85%	4,907
Existing Buildings, To be Acquired		-	0.00%	-			-	0.00%	-
Brokerage Fee		69,650	0.11%	322			69,650	0.12%	322
<b>Developer Fee &amp; Overhead</b>									
Developer's Fee	18.0%	9,717,690	14.84%	44,989			2,301,902	4.02%	10,657
<b>Reserves</b>									
Operating Deficit Reserve (3M OpEx & Debt Service)		641,189	0.98%	2,968			-	0.00%	-
<b>Total Project Cost</b>		<b>65,475,697</b>	<b>100.00%</b>	<b>302,434</b>			<b>57,268,719</b>	<b>100.00%</b>	<b>265,133</b>
<b>Financing Gap Surplus/(Short)</b>		<b>2,875,010</b>					<b>(1,753,979)</b>		

Sources				Permanent Phase			Construction Phase		
	Rate	Total	%	Per Unit			Total	%	Per Unit
<b>Hard</b>									
Construction Loan	2.75%	-	0.00%	-			37,500,000	67.55%	173,611.11
Bridge Loan	2.75%	-	0.00%	-			-	0.00%	-
Permanent Loan 1	4.25%	23,376,000	35.70%	108,222.22			-	0.00%	-
<b>Soft</b>									
SAIL	1.00%	6,309,360	9.64%	29,210.00			6,309,360	11.37%	29,210.00
ELI	0.00%	600,000	0.92%	2,778			600,000	1.08%	2,777.78
NHTF	0.00%	1,544,509	2.36%	7,151			-	0.00%	-
Self Source	0.00%	3,154,680	4.82%	14,605			3,154,680	5.68%	14,605.00
Grant	0.00%	100,000	0.15%	463			100,000	0.18%	462.96
Investor Equity		26,169,000	39.97%	121,153			7,850,700	14.14%	36,345.83
Deferred Developer Fee		1,347,138	2.06%	6,237			-	0.00%	-
<b>Total Sources</b>		<b>62,600,687</b>	<b>95.61%</b>	<b>289,818</b>			<b>55,514,740</b>	<b>100.00%</b>	<b>257,013</b>

Proforma Disclaimer: The estimates contained herein are based on assumptions concerning future events and circumstances which are inherently subject to uncertainty and variation depending upon continually evolving events. No representation or warranties, expressed or implied, as to their content, suitability for any purpose, accuracy, veracity, or completeness are made or that actual results will conform to such estimates. This document is provided subject to errors, omissions and changes in the information and is subject to modification or withdrawal.

# Attachment D

Via E-Mail

June 22, 2021

Matthew A. Rieger  
University Station I, LLC  
3225 Aviation Ave, 6<sup>th</sup> Floor  
Coconut Grove, FL 33133

Re: University Station (2021-199BSN)  
Invitation to Enter Credit Underwriting  
RFA 2020-205 - SAIL Financing of Affordable Multifamily Housing Developments to be Used  
in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits

Dear Mr. Rieger:

On June 18, 2021, Florida Housing's Board of Directors approved your application for a State Apartment Incentive Loan (SAIL), an Extremely Low Income (ELI) loan, a National Housing Trust Fund (NHTF) loan, Multifamily Mortgage Revenue Bonds (MMRB), and Non-Competitive Housing Credits (HC). As such, Florida Housing is extending an invitation to enter credit underwriting for the programs mentioned above.

This letter represents a preliminary commitment for a SAIL loan in an amount up to \$6,309,360, an ELI loan in an amount up to \$600,000, an NHTF loan in an amount up to \$1,544,509 and MMRB in the requested amount of \$42,000,000.

This funding would be contingent upon:

1. Borrower and Development meeting all requirements of RFA 2020-205 and all other applicable federal, state and FHFC requirements;
2. A positive credit underwriting recommendation;
3. Availability of funds appropriated and funded by the legislature; and
4. Final approval of the credit underwriting report by the Florida Housing Board of Directors.

Section 42 of the Internal Revenue Code, as amended, requires Florida Housing to make a determination of the amount of housing credits needed for the financial feasibility and viability of the Development throughout the credit period. The credit underwriter will perform this analysis of credit need.

---

Ron DeSantis, Governor

Board of Directors: Ron Lieberman, Chair • LaTasha Green-Cobb, Vice Chair  
Ryan Benson • Dane Eagle • Sandra Einhorn • Mario Facella • Bill Gulliford • Dev Motwani • Holly Raschein

Harold "Trey" Price, Executive Director

Matthew A. Rieger  
University Station  
June 22, 2021  
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The NHTF loan funding will subsidize additional deep targeted units for Persons with Special Needs (NHTF Units) at 22% AMI as further described in Section One, Section Four, A.10.a.(4) and Exhibit I of the RFA. The NHTF Units will be in addition to the requirement to set aside ELI Set-Aside units and the required number of Link Units for Persons with Special Needs. As such, the Development will be required to set aside five (5) units as NHTF Units, in addition to the ELI Set-Aside units.

Along with other Federal Requirements, the NHTF Program is covered under Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135]. Additionally, the requirements of Section 3 apply to recipients of funding exceeding \$200,000 for activities involving housing construction, demolition, rehabilitation, or other public construction, i.e. roads, sewers, community centers, etc. Contractors or subcontractors that receive contracts in excess of \$100,000 for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients. **Along with your preliminary commitment, a Developer Section 3 Plan must be received.**

Pursuant to RFA 2020-205, the firm loan commitment must be issued within twelve (12) months of the Applicant's acceptance to enter credit underwriting. The firm loan commitment for the NHTF loan will be issued at the time of the firm loan commitments for the SAIL and ELI loans. Unless an extension is approved by the Corporation in writing, failure to achieve issuance of a firm loan commitment by the specified deadline shall result in withdrawal of the preliminary commitment. Applicants may request one (1) extension of up to six (6) months to secure a firm loan commitment. The Corporation shall charge a non-refundable extension fee of one (1) percent of each loan amount if the request to extend the credit underwriting and firm loan commitment process beyond the initial twelve (12) month deadline is approved. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the original twelve (12) month deadline. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.

The owner shall execute a Memorandum of Understanding (MOU) with at least one designated Referral Agency serving the county and intended population where the Development will be located and rent units to households referred by the Referral Agency with which the MOU is executed. The deadline for receipt of the fully-executed MOU by the Corporation shall be within nine (9) months from the date of the invitation to enter into credit underwriting but no later than the date the first building is placed in service. If the owner is unable to meet the deadline, an extension may be requested from the Corporation, and a non-refundable processing fee of \$5,000 shall be charged to the owner.

The Corporation loans and other mortgage loans related to the Development must close within 180 Calendar Days of the date of the firm loan commitment(s). Unless an extension is approved by the Board, failure to close the loan(s) by the specified deadline outlined above shall result in the firm loan commitment(s) being deemed void and the funds shall be de-obligated. Applicants may request one (1) extension of the loan closing deadline outlined above for a term of up to 90 Calendar Days. The Corporation shall charge an extension fee of one (1) percent of each Corporation loan amount if the Board approves the request to extend the loan closing deadline beyond the 180 Calendar Day period. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the original loan closing deadline. In the event the Corporation loan(s) does not close by the end of the extension period, the firm loan commitment(s) shall be deemed void and the funds shall be de-obligated.

By **June 29, 2021**, you must submit a check for \$30,093 for the credit underwriting fees (MMRB, SAIL, ELI, NHTF and HC), payable to Seltzer Management Group, the credit underwriter assigned to your Development, at the address below.

Matthew A. Rieger  
University Station  
June 22, 2021  
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Ben Johnson, Seltzer Management Group, Inc.  
17633 Ashley Drive  
Panama City Beach, FL 32413  
850-233-3616

A nonrefundable TEFRA Fee of \$1,000 for the Corporation-issued MMRB is also due to Florida Housing on the date listed above. This fee shall be applied to the actual cost of publishing required advertisements and Florida Administrative Register notices of TEFRA Hearings.

The underwriter will contact you for an additional fee for a market study, appraisal and, if applicable, a Subsidy Layering Review and a Capital Needs Assessment Report which are to be conducted at the Developer's expense by disinterested parties as required by RFA 2020-205.

Please acknowledge the credit underwriting assignment by uploading the enclosed Acknowledgment to the Florida Housing Procurement work center to the Documents Upload file and submitting the TEFRA fee to the attention of Tim Kennedy, Assistant Director of Multifamily Programs at Florida Housing by **June 29, 2021**.

Florida Housing's agreement to provide funds to this development is conditioned upon its determination to proceed with, modify or cancel the development based on the results of a subsequent environmental review. The environmental review is expected to take approximately 90 days to complete. David Cibik, Arcadis, Inc. at the address below, has been assigned to prepare the HUD environmental review analysis for your Proposed Development.

David Cibik, Arcadis, Inc.  
3109 West Drive Martin Luther King Jr. Blvd, Suite 350  
Tampa, FL 33607  
(813) 353-5713

**Pursuant to Exhibit D of RFA 2020-205, you must provide the items listed on Exhibit A attached to this invitation to Florida Housing within the timeframes specified.**

Florida Housing looks forward to working with you and the development team to facilitate affordable housing in Florida. If you have any questions, please do not hesitate to contact me.

Sincerely,



Tim Kennedy  
Assistant Director of Multifamily Programs

Enclosure

Cc: Heather Strickland, Multifamily Programs Coordinator  
Lisa Walker, Multifamily Programs Manager  
Charles Jones, Multifamily Programs Manager  
Melissa Levy, Assistant Director of Multifamily Programs  
Rebecca Sheffield, Multifamily Programs Coordinator  
Cori MacDougall, Multifamily Programs Manager

Matthew A. Rieger  
University Station  
June 22, 2021  
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Nicole Gibson, Assistant Director of Homeownership Programs  
David Woodward, Federal Loan Program Manager  
Amanda Franklin, Federal Loan Program Manager  
Jade Grubbs, Multifamily Programs Administrator  
Rachael Grice, Multifamily Programs Coordinator  
Ryan McKinless, Multifamily Programs Manager  
Janet Peterson, Asset Management Systems Manager  
Tammy Bearden, Loan Closing Manager  
Kenny Derrickson, Assistant Comptroller  
Ben Johnson, Seltzer Management Group, Inc.  
David Cibik, Arcadis, Inc.



Matthew A. Rieger  
University Station  
June 22, 2021  
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## INVITATION TO ENTER CREDIT UNDERWRITING

**RFA 2020-205 for SAIL Financing of Affordable Multifamily Housing Developments to be  
Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits**

### ACKNOWLEDGMENT

The undersigned hereby acknowledges and agrees to enter credit underwriting subject to and in accordance with the terms and conditions of Florida Housing's subject letter dated June 22, 2021.

Accept  \_\_\_\_\_

Decline \_\_\_\_\_

University Station (2021-199BSN)  
Development Name and ID Number

Signature:  \_\_\_\_\_

Print Name: Matthew Rieger

Date: 6/25/2021

**Exhibit A**  
**RFA 2020-205 - SAIL Financing of Affordable Multifamily Housing Developments to be  
Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing  
Credits**

**Development: University Station**

**Application #: 2021-199BSN**

**Date of Invitation to Credit Underwriting: June 22, 2021**

The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation:

1. Within 7 Calendar Days of the date of the invitation to enter credit underwriting (**no later than June 29, 2021**):
  - a. Respond to the invitation by accessing the development work center through the Procorem secure portal and submit the credit underwriting fee(s) as outlined in Item 5 of Exhibit C of the RFA, pursuant to subparagraph 67-48.0072(4)(a)1, F.A.C.; and
  - b. Verification that the Development qualifies as a USDA-eligible rural address, if applicable. Addresses can be verified by visiting <https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do>.
  - c. If the Applicant is receiving Corporation-issued MMRB, the Credit Enhancer's Commitment or Bond Purchaser's Letter of Interest, including a contact person's name, address and telephone number, credit underwriting standards and an outline of proposed terms, must be provided. The stated amount of the Commitment or Letter of Interest shall not be less than the proposed principal amount of the bonds (including any proposed Taxable Bonds);
  - d. If the Applicant is using Non-Corporation-issued Tax-Exempt Bonds, a copy of the signed TEFRA letter which is Development-specific must be provided, along with the following documentation, as applicable:
    - (1) If the Credit Underwriting for the bonds is complete and it was prepared by a Credit Underwriter under contract with the Corporation, provide a complete copy of the final Credit Underwriting Report; or
    - (2) If the Credit Underwriting for the bonds has not been completed or has been completed by a credit underwriter not under contract with the Corporation, provide the name of the assigned credit underwriter and a copy of the inducement resolution or acknowledgement resolution awarding the bonds.
  - e. Confirmation that the bonds have not closed since the Application Deadline.
2. Within 21 Calendar Days of the date of invitation to enter credit underwriting (**no later than July 13, 2021**), submit all of the following. Submission of all documents should be provided electronically to the Corporation at one time.
  - a. Provide the name and address of the chief elected official of the local jurisdiction where the proposed Development is located;

**Exhibit A**  
**RFA 2020-205 - SAIL Financing of Affordable Multifamily Housing Developments to be  
Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing  
Credits**

- b. Provide notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable;
- c. Provide the Applicant's Federal Identification Number and the Employer Identification Number ("EIN") Certificate. If the number has not yet been obtained, the Applicant will be required to provide a copy of the completed, submitted application for that number.
- d. Provide the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form\* and, if applicable, the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase II Environmental Site Assessment form (Forms Rev. 11-14). Note: If a Phase II ESA is required, but has not been completed by the stated deadline, contact Corporation staff to request an extension for submission of the Phase II ESA form;
- e. Demonstrate that electricity and roads are available to the entire proposed Development site as of the date signed by providing the following:
  - (1) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure form (Form Rev. 08-20); or
  - (2) Documentation from the service provider that contains the Development location and is dated no earlier than November 12, 2019. The documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.
- f. Provide the identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant, and for Elderly ALF only, Service Provider), as outlined below. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
  - (1) Identify any inexperienced co-Developer(s) by providing the name, address, telephone and facsimile numbers, e-mail address, and the relationship of the co-Developer to the Applicant.
  - (2) Identify the General Contractor by providing the completed and executed Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form\*. Note: provide the prior experience chart, as outlined in the form.
  - (3) Identify the Architect by providing the completed and executed Florida Housing Finance Corporation Architect Certification form\*.
  - (4) Identify the Attorney by providing the completed and executed Florida Housing Finance Corporation Attorney Certification for Housing Credits form and the Florida Housing Finance Corporation Attorney Certification for MMRB, SAIL, HOME and/or other Gap Loans form\*.

**Exhibit A**  
**RFA 2020-205 - SAIL Financing of Affordable Multifamily Housing Developments to be  
Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing  
Credits**

- (5) Identify the Accountant by providing the completed and executed Florida Housing Finance Corporation Certification of Accountant form\*.
- (6) Identify the Service Provider by providing the completed and executed Florida Housing Finance Corporation Service Provider or Principal of Service Provider Certification form (for Elderly ALF Developments only) \*.

\* The certification forms (Forms Rev. 07-2019) which are available on the RFA Webpage.  
Note: The use of any prior version of these forms will not be acceptable to meet this requirement.

- g. With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, Developments with a Housing Assistance Payment contract and/or an Annual Contributions Contract with HUD: The waiting list section of the Tenant Selection Plan shall establish selection preferences or a section for special admissions specifically for individuals or families who are referred by a designated Referral Agency. Within 21 days of the date of the invitation to enter credit underwriting **(no later than July 13, 2021)**, the Tenant Selection Plan shall be submitted by the owner to the Corporation for review and preliminary approval before sending to HUD. Note: HUD approval may take several months. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report;
- h. The Applicant will submit the fully executed Link MOU for the Corporation's approval, as described in Exhibit E;
- i. Provide notification of the percentage of ownership of the Principals of the Applicant. Upon the Applicant's acceptance of the invitation to enter credit underwriting, the Corporation will return the Principals of the Application and Developer(s) Disclosure Form that was part of the Applicant's uploaded Application. The Applicant will be required to enter the applicable percentages on the form and return the completed form to the Corporation;
- j. Provide confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
  - (1) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is

**Exhibit A**  
**RFA 2020-205 - SAIL Financing of Affordable Multifamily Housing Developments to be  
Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing  
Credits**

met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or

- (2) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;
  - k. If there are existing occupied units as of Application Deadline, provide to the Credit Underwriter a plan for relocation of existing tenants. The plan shall provide information regarding the relocation site; accommodations relevant to the needs of the residents and length of time residents will be displaced; moving and storage of the contents of a residents' dwelling units; as well as the approach to inform and prepare the residents for the rehabilitation activities;
  - l. If the Applicant indicated that the proposed Development is the first phase of a multiphase Development, submit to the Corporation an opinion letter by a licensed attorney that the Development meets the definition of a "multiphase project" as defined in the Federal Register. The letter must also include: (a) the name of the declared first phase Development and the Corporation-assigned Application number, (b) the total number of phases and the projected Development name for each phase, (c) the total number of buildings in each phase, (d) the expected completion date for each phase, and (e) any other information as determined by the Corporation and stated in the invitation to enter credit underwriting; and
  - m. If the Applicant indicated that the proposed Development is a subsequent phase of a multiphase Development, the Development's status as a subsequent phase will be verified in credit underwriting. If the Development does not qualify and the Applicant's Housing Credit request is based on such contention and, during the credit underwriting process it is determined that the proposed Development does not meet the criteria for such distinction, the Applicant's Competitive Housing Credit award may be rescinded.
  - n. Provide confirmation that the limited partnership agreement or limited liability operating agreement will comply with the operating deficit reserve requirement outlined in Section Four A.10.c.(4) of the RFA.
- 3. The credit underwriting process must be complete within the timeframe outlined in Rule Chapter 67-48, F.A.C.;
  - 4. The SAIL loan must close within the timeframe outlined in Rule Chapter 67-48, F.A.C. Applicants that requested NHTF Funding will be invited to enter credit underwriting and will be expected to complete the credit underwriting process, including Board approval of the credit underwriting report, and execute a written agreement within twelve months of the date of the invitation to enter into credit underwriting.;

**Exhibit A**  
**RFA 2020-205 - SAIL Financing of Affordable Multifamily Housing Developments to be  
Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing  
Credits**

5. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation;
6. The Credit Underwriter will provide an itemized list for additional documentation including, but not limited to, the following:
  - a. Information outlined in Rule Chapter 67-48.0072, F.A.C.;
  - b. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection Letter sent to the Applicant by RD must be provided;
  - c. If the Applicant indicated that it is a Self-Sourced Applicant, the evidence of ability to fund described in Section Four, A.10.c.(2)(i) of the RFA;
  - d. The Construction Consultant engaged by the Corporation's credit underwriter must provide the properly completed and executed Americans with Disabilities Act Certification forms certifying that the design of the proposed Development and the completed Development includes the applicable accessibility, adaptability, Visitability and universal design features required by the Corporation and proposed by the Applicant (Forms Rev. 02-20) which are available on the RFA Webpage;
  - e. For Developments with a Housing Assistance Payment Contract and/or an Annual Contributions Contract with HUD: Submission to the Corporation of the waiting list section of the Tenant Selection Plan for review and preliminary approval before sending to HUD. Such waiting list section shall establish selection preferences or a section for special admissions specifically for individuals or families that are referred by a designated Referral Agency serving the county where the Development is located; HUD approval of the Tenant Selection Plan shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report;
  - f. Provide to the Corporation a copy of each General Information Notice for each occupied unit, as outlined in Item 3.a. of Exhibit I of the RFA. Each notice must include proof of delivery by certified letter or by signed copy of the notice when hand delivered;
  - g. The Applicant will be required to provide evidence demonstrating that the proposed Development is consistent with the applicable Consolidated Plan, as outlined in Item 3.b. of Exhibit I;
  - h. The Applicant will be required to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2). Non-Profit Applicants will not be charged a fee for the environmental review, as stated in Item 3.c.(1) of Exhibit I;
  - i. The Applicant will be required to provide a certification that must be executed by the contractor for compliance with debarment and suspension regulations, as outlined in Item 3.c.(2) of Exhibit I;

**Exhibit A**  
**RFA 2020-205 - SAIL Financing of Affordable Multifamily Housing Developments to be  
Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing  
Credits**

- j. Certify that it understands the requirements of the current HUD lead based paint regulations as identified in 24 CFR Part 92 and Rule Chapter 67-48, F.A.C., as outlined in Item 3.c.(3) of Exhibit I of the RFA; and
  - k. If the Applicant is requesting 4% Housing Credit that will be used with County HFA-issued Tax-Exempt Bonds and the Applicant indicates that the proposed Development is eligible for the basis boost, the Applicant will be required to provide a letter certifying the date the bond application was deemed complete.
8. The Credit Underwriter will also verify information submitted by the Applicant, including, but not limited to the following:
- a. The Applicant's Non-Profit status, if applicable;
  - b. Each Scattered Site meets the requirements of this RFA and Section 42 of the IRC, if applicable;
  - c. The proposed Development's ability to meet the Enhanced Structural Systems Construction qualifications;
  - d. Calculation of eligible basis which may cause a reduction in the Housing Credit Allocation. This may include review of the location of buildings and whether all buildings are eligible for the eligible basis boost, if applicable;
  - e. With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, Developments must demonstrate HUD approval for an owner-adopted preference or special admissions preference specifically for individuals or families who are referred by a designated Referral Agency serving the county where the Development is located;
  - f. The proposed Development's first phase or subsequent phase's status;
  - g. Review of the Total Development Cost and its effect on the Total Development Cost Per Unit Limitation and, if applicable, the SAIL Request amount;
  - h. The proposed Development has a minimum of five units per building.

If any of these cannot be verified, all funding awarded under this RFA may be reduced or may be rescinded if the award or the Application's eligibility status was based on such information, and/or the Applicant may be determined to have made a material misrepresentation.

# Attachment E



**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS  
CONSISTENT WITH ZONING AND LAND USE REGULATIONS**

Name of Development: University Station


Development Location: N 21<sup>st</sup> Ave., N 21<sup>st</sup> Av. and Polk St., Hollywood, FL; Taylor St., Taylor St. and N 21<sup>st</sup> Ave., Hollywood, FL; Polk St., N 21<sup>st</sup> Av. and Polk St., Hollywood, FL, and N 21<sup>st</sup> Av., N 21<sup>st</sup> Av. and Fillmore St., Hollywood, FL; Taylor St., Taylor St. and N 21<sup>st</sup> Av., Hollywood, FL.  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 216  
This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use are consistent with current land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

**CERTIFICATION**

I certify that the City/County of Hollywood has vested in me the authority to verify  
(Name of City/County)  
consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

  
\_\_\_\_\_  
Signature  
Leslie A. Del Monte  
\_\_\_\_\_  
Print or Type Name  
Planning Manager  
\_\_\_\_\_  
Print or Type Title  
September 10, 2020  
\_\_\_\_\_  
Date Signed

2600 Hollywood Boulevard  
\_\_\_\_\_  
Address (street address, city, state)  
Hollywood, FL 33020  
\_\_\_\_\_  
Address (street address, city, state)  
954-921-3471  
\_\_\_\_\_  
Telephone Number (including area code)

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from elected local government officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

# Attachment F

## RAYMOND JAMES

November 6, 2020

Mr. Matthew Rieger  
University Station I, LLC  
c/o Housing Trust Group, LLC  
3225 Aviation Avenue, Suite 602  
Miami, FL 33133

Re: Project: University Station  
Company/Applicant: University Station I, LLC  
Fund: To be determined  
Property Location: Broward County, Florida

Dear Mr. Rieger,

This letter of intent for construction and permanent financing will confirm our agreement (“Agreement”) whereby Raymond James Tax Credit Funds, Inc. (“RJTCF”) shall attempt to effect a closing (“Closing”) of an investment by a Fund sponsored by RJTCF (the “RJTCF Fund”) in the above named company (“Company”) on the assumptions, terms, and conditions contained in this letter of intent, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

Based upon the Company receiving \$2,250,000 in annual low income housing tax credits, and further based on terms and conditions as set forth below, the anticipated total equity investment of the RJTCF Fund in the Project (rounded to the nearest hundred) is \$21,147,900 or \$0.94 per low income housing tax credit allocated to the RJTCF Fund, subject to market conditions. The Applicant is the beneficiary of the equity proceeds. The RJTCF Fund anticipates purchasing \$22,497,750 (99.99%) of the total low income housing tax credits allocated to the Applicant. The RJTCF Fund’s net investment is anticipated to be funded based upon the following schedule:

- 25% (\$5,286,975) paid prior to or simultaneous with the closing of construction financing
- 25% (\$5,286,975) paid at 98% construction completion
- Balance (\$10,573,950) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be \$10,573,950.

This letter of intent is subject to RJTCF’s satisfactory completion of its normal due diligence, and is also subject to the approval by the Investment Committee of RJTCF of the terms and conditions of the investment in its sole discretion based on then current market conditions, including availability of investment funds and pricing for tax credits.

**Raymond James Tax Credit Funds, Inc.**  
**A Subsidiary of Raymond James Financial, Inc.**

880 Carillon Parkway • St. Petersburg, FL 33716  
800-438-8088 Toll Free • 727-567-8455 Fax  
Visit our Web Site at [www.RJTCF.com](http://www.RJTCF.com)

Since 1987, Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for over 2,200 tax credit properties nationwide. We look forward to working with you.


Sincerely,



\_\_\_\_\_  
Sean Jones  
VP - Director of Acquisitions  
Raymond James Tax Credit Funds, Inc.

Acknowledged and Accepted:

University Station I, LLC, a Florida limited liability company

By:  \_\_\_\_\_  
Name: Matthew Rieger  
Title: Manager  
Date: 11/9/2020

### SELF-SOURCED FINANCING COMMITMENT VERIFICATION FORM

Name of Development: University Station

Applicant Entity: University Station I, LLC

Natural Person Principal of Applicant committing this portion of self-sourced financing: Matthew A. Rieger

Amount of self-sourced financing committed from the above-named Principal: \$ 3,154,680.00

I am a Principal of the Applicant Entity and listed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) provided in the Application. If the above-mentioned Development is selected for funding, I understand the following:


- During the credit underwriting process, the designated self-sourced Principals of the Applicant must provide evidence of ability to fund self-sourced financing in an amount that is at least half of the Applicant's eligible SAIL Request Amount or \$1,000,000, whichever is greater;
  - Evidence of ability to fund includes: (i) a copy of the Principal's most current audited financial statements, or bank statements, no more than 17 months old; or (ii) if the loan has already been funded, a copy of the note and recorded mortgage;
- Self-sourced financing will be funded at closing of the SAIL loan via escrow account controlled by the SAIL loan servicer and will be dispersed pro rata along with SAIL funding. The self-sourced financing must be subordinate to the SAIL loan;
- No principal may be paid on a qualifying subordinate Self-Sourced debt prior to the payoff of the SAIL loan in full. Any payment of self-sourced financing interest will be made subordinate to SAIL loan interest payments;
- If self-sourced financing is repaid to the Applicant prior to the payment of the SAIL loan in full, the SAIL loan will be in default and must be paid in full, and the Applicant and any Applicant or Developer Principals and Affiliates may be subject to material misrepresentation consequences set forth in Rule 67-48.004(2), F.A.C.;
- If a Self-Sourced Applicant transfers ownership of the Development within the first 15 years of the Compliance Period, the new owner must waive the right to seek a qualified contract; and
- Deferred Developer Fee, seller's notes for the acquisition of property, funding from a government entity, or funding from a non-related third-party entity are not considered self-sourced financing.

NOTE: If the proposed Development will have more than one Principal of the Applicant Entity committing self-sourced financing to the same Development, each Principal must complete and provide a self-sourced financing Commitment Verification form reflecting the portion of the self-sourced financing being committed.

The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.

The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

  
\_\_\_\_\_  
Signature of Natural Person Principal Committing Self-Sourced Financing Named Above

Matthew A. Rieger  
\_\_\_\_\_  
Name (typed or printed)

Manager  
\_\_\_\_\_  
Title (typed or printed)

NOTE: Provide this form as Attachment 1 to the RFA. This form must be signed by a Natural Person Principal of the Applicant disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019).

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

# Attachment G



Environmental Protection and Growth Management Department

**ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION**

1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

**STANDARD OPERATING PROCEDURE FOR DEWATERING  
(Revision 3, Effective December 1, 2009)**

**INTRODUCTION**

As required by Broward County Code (Code), any person(s) wishing to conduct dewatering activities at or within a one-quarter-mile radius of a contaminated<sup>1</sup> site must notify and receive approval from the Broward County Environmental Protection and Growth Management Department (Department) prior to implementation. The County's notification requirements for these dewatering activities are outlined in Section 27-355(4) of the Code, which states:

"Prior to any persons conducting dewatering operations at or within a one-quarter-mile radius of a contaminated site, written notification shall be given to [the Department] and shall include, at a minimum:

- Justification for the need for dewatering;
- Water treatment and disposal plans;
- Effect of the dewatering and disposal procedures on the contaminant plume;
- Monitoring program; and
- Where required and authorized by Chapter 471, F.S. [Florida Statutes] or Chapter 492, F.S., applicable portions of dewatering plans shall be signed and sealed by a registered professional engineer or a registered professional geologist."

Approval of such activities is required by Section 27-353(i) of the Code, which states:

"Dewatering operations at or within a one-quarter-mile radius of a contaminated site shall not be conducted without [Department] approval."

**APPLICABILITY**

This Standard Operating Procedure (SOP) and the requirements detailed herein are applicable to dewatering operations within Broward County. "Dewatering" refers to any technique that is employed to lower groundwater level. These requirements apply solely to reviews that are conducted by Broward County Cleanup and Waste Regulation (CWR) Staff for the purpose of ensuring that dewatering operations at or within one-quarter mile of contaminated sites will not result in the exacerbation, migration, or improper treatment of contamination. Please note that additional requirements for dewatering have been established by other agencies and may be established by other Sections within the Department.

**Tank Upgrade Exemption**

Dewatering operations conducted to facilitate underground storage tank upgrades and replacements necessary to meet the Performance Standards for Category-A and Category-B Storage Tanks of Section 27-307(b), Broward County Code, and Section 62-761.510, Florida Administrative Code (F.A.C.), are exempt from the CWR Section Dewatering Plan review and approval process. To qualify for this exemption, a **Notice of Intent to Dewater** must be provided to CWR Section staff at least five (5) business days prior to dewatering. The Notice of Intent to Dewater must agree to the following conditions:

1. Dewatering duration must not exceed a total of three (3) calendar days (72 hours). If intermittent dewatering

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<sup>1</sup> "Contaminant" is defined in Section 27-352, Broward County Code



is performed, this duration is be considered to be the sum of all actual pumping periods, however clarification should be provided in the Notice of Intent to Dewatering with respect to the overall period that dewatering will be performed;

2. Sheetpile must be installed to a depth not less than 8 feet below the bottom of wellpoint screens;
3. Effluent must be monitored to ensure compliance with turbidity standards, as applicable; and
4. If conducted within a tank farm area known to be contaminated, dewatering effluent must be properly treated and monitored to comply with water quality standards or applicable Cleanup Target Levels of Chapter 62-777, Florida Administrative Code, prior to discharge. Treatment system specifications, laboratory analytics, field notes, and other relevant documentation should be maintained by the party responsible for performing the dewatering.

Any exceptions to conditional items 1 and 2 of this exemption will require the Department's approval of a Dewatering Plan submitted per this SOP. If contamination is encountered during the tank upgrade which has not been previously reported to the Department, dewatering must cease and the Department must be notified in accordance with the requirements of Code Section 27-355.

## PROCEDURE

**A flow chart which demonstrates this SOP is depicted in Exhibit I, attached.** Please note that Exhibit I does not address the tank upgrade exemption as detailed in the previous section.

### I. Need for CWR Section Approval of Dewatering Operations

- A. For sites located beyond one-quarter mile of a contaminated site in Broward County, the Department does not include a "No Dewatering Permitted" clause in construction plan approvals. Dewatering may proceed at such sites; however, it is recommended that CWR Section staff be notified for confirmation.
- B. In instances where dewatering is proposed within a contaminated area (i.e., where it is known that groundwater contains contaminants above applicable standards) but where no other contaminated sites are located within one-quarter mile, a Dewatering Plan must be submitted to the CWR Section of the Department for review and approval prior to implementation of dewatering activities; however, the Dewatering Plan should only contain the following:
  1. The contaminated site information outlined in Section II.A. of this SOP for the dewatering location,
  2. The information outlined in Section II.B. of this SOP, and
  3. Proper certification as required by Section II.E. of this SOP.A Dewatering Report to document the dewatering is also required by Section IV of this SOP.
- C. For sites that are located within one-quarter mile of a contaminated site, a Dewatering Plan in accordance with Section II of this SOP must be submitted to the CWR Section of the Department for review and approval prior to implementation of dewatering activities. Dewatering will not be approved under any conditions for operations that may create a drawdown greater than 0.1 foot at a contaminant plume boundary. The Dewatering Plan must meet the requirements established in Section II of this SOP.

### II. Dewatering Plan Requirements

- A. **Contaminated locations at and/or within one-quarter mile of the proposed dewatering project must be identified.** At the time of this writing, the Broward County contaminated sites database and corresponding interactive map are available on the internet at <http://www.broward.org/environment/contaminatedsites/Pages/Default.aspx>.

The following items should be included in the Dewatering Plan:

1. Site Number and address for each contaminated site,



2. Contaminant type for each contaminated site,
3. Most recent contaminant plume maps for all groundwater-contaminated sites located within a quarter-mile radius from the proposed dewatering location (if available),
4. Tables of the most recent groundwater analytical data for the nearest groundwater-contaminated site (if available), and
5. A map, drawn to scale, that depicts the particular dewatering location on the site (designation of the site boundaries in general is not adequate) and the locations of identified contaminant plumes.

If contaminant plume maps and data are not available through hardcopy file review with the Department, the Florida Department of Environmental Protection, or the OCULUS petroleum document website (at the time of this writing, located at <https://depedms.dep.state.fl.us/Oculus/servlet/login>), then document this fact in the Dewatering Plan and assume that the contaminant plume is confined to the property boundary of the particular contaminated site.

**B. The following information must be provided regarding the scope of the proposed dewatering activities:**

1. Purpose of dewatering (i.e., an explanation of why dewatering is necessary),
2. Dewatering technique (i.e., wellpoint, deep well, open hole, etc.),
3. Anticipated dewatering flow rate,
4. Total dewatering duration,
5. Method of effluent discharge,
6. Controls (i.e., settling tank, turbidity curtain, etc.) and a monitoring program employed to ensure that effluent will comply with applicable water quality standards, including turbidity.
7. If conducted in a contaminated area, engineering specifications for dewatering effluent treatment (i.e. air-stripper, carbon filtration, etc.) and details for an analytical monitoring program to ensure that effluent will meet water quality standards established by Section 27-195, Broward County Code. Please note that Certification by a Florida-registered Professional Engineer, specifically, is required for treatment specifications by Section II.E. of this SOP.
8. A description of any proposed controls, including engineering specifications for sheetpile or recharge system. Certification by a Florida-registered Professional Engineer is required for applicable sheetpile specifications by Section II.E. of this SOP.

**C. Dewatering plans must contain a technical justification that is adequate to demonstrate the proposed scope of dewatering (as required in Section II.B.) will not affect contaminant plumes.** There are two (2) acceptable methods for providing this technical justification:

1. **Manual estimations of the dewatering radius of influence by utilizing SFWMD data or approved aquifer test data to calculate Sichardt's equation.** As a "first pass" of technical justification, Sichardt's equation may be used to determine the radius of influence associated with the dewatering project as discussed in Section II.C.1.b. of this SOP. Details of Sichardt's equation, including an example calculation, are also included as **Exhibit III** to this SOP. The calculation must utilize 1) data from South Florida Management Water District's (SFWMD) Technical Publication 92-05 entitled "A Three Dimensional Finite Difference Groundwater Flow Model of the Surficial Aquifer System, Broward County, Florida" (1992), or 2) data provided by an aquifer test conducted in accordance with Section II.C.1.a. of this SOP.
  - a. Aquifer test performance and data collection must be consistent with the following guidance: Freeze and Cherry (1979), Fetter (1980), Kruseman and Derrider (1990), or Driscoll (1986). CWR Staff will use AQTESOLV (for Windows) to verify aquifer parameters that are generated from hand calculations and/or computer modeling analysis of aquifer tests. Aquifer Test Data may be collected in one of three (3) ways:
    - (1) Historical aquifer test data from the CWR Section's in-house database may be obtained by contacting David Vanlandingham, P.E., at (954) 519-1478 or [dvanlandingham@broward.org](mailto:dvanlandingham@broward.org). The information contained in the CWR Aquifer Test database has been reviewed by CWR Section staff

- for quality assurance.
- (2) Other historical aquifer test data may be submitted if the test was performed within one-quarter mile of the proposed dewatering location and:
    - (a) Groundwater elevations were measured in at least three (3) observation wells (not including the test well) with varying distances from the recovery well,
    - (b) Data is collected from the beginning of the test until near steady-state conditions are achieved, and
    - (c) Unconfined aquifer conditions and partially penetrating wells were considered in analysis of the aquifer test data<sup>2</sup>.
  - (3) Perform an aquifer test at the proposed dewatering location. Notification must be provided using Exhibit II and written approval must be obtained from CWR staff prior to implementation of the aquifer test. Approvals may be granted through email or facsimile. The test data will be acceptable if the conditions of Section II.C.1.a.(2) are met; in addition,
    - (a) observation wells are to be installed in a line between the dewatering locations and the nearest identified contaminant plume<sup>3</sup>, and
    - (b) one of the observation wells is located at the edge of the proposed dewatered area.
- b. Utilizing Sichardt's equation, a manual (hand) calculation may be performed to determine the projected radius of influence associated with the proposed dewatering activity and the flow rate necessary to produce the required drawdown. This calculation is detailed in Exhibit III accompanying this SOP.
- (1) If the estimated value of radius of influence is less than the distance to the edge of the nearest contaminant plume, the Dewatering Plan may be approved (an example approval letter is provided in Exhibit IV).
  - (2) **If the estimated radius of influence is greater than the distance to the edge of the nearest contaminant plume, then groundwater modeling is required pursuant to Section II.C.2. of this SOP.** The dewatering scope of work may also be revised or hydraulic controls (for instance, sheetpile or artificial groundwater mounding via recharge trenches or wells) may be proposed; however, any hydraulic controls proposed must still be justified through the use of computer modeling in accordance with Section II.C.2. of this SOP, as manual calculations which consider hydraulic controls are not available<sup>4</sup>.

- 2. Groundwater modeling within a three-dimensional computer model utilizing SFWMD data or approved aquifer test data.** The model framework must utilize 1) data from South Florida Water Management District's (SFWMD) Technical Publication 92-05 entitled, "A Three Dimensional Finite Difference Groundwater Flow Model of the Surficial Aquifer System, Broward County, Florida" (1992), or 2) aquifer test data obtained in accordance with in Section II.C.1.a. of this SOP.

All models, regardless of the software used to construct them, are to be properly documented. The Division will use Visual MODFLOW Pro to verify all modeling analyses. Any Dewatering Plan that includes computer modeling must also contain the following information, as applicable:

- a. A compact disc with a copy of all model data including all necessary input, support, and output files.
- b. Map file used as base coverage in .dxf or .bmp format.

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<sup>2</sup> If these conditions are not met, the test data may be reanalyzed by the applicant via a method that will consider unconfined aquifer and partially penetrating well scenarios.

<sup>3</sup> These observation points may also be used to meet the requirements of groundwater monitoring, as outlined in Section II.D. of this SOP.

<sup>4</sup> The manual calculation method cannot be used for sites where artificial groundwater mounding is proposed as a hydraulic control. Artificial groundwater mounding as a means of hydraulic control may only be justified through computer modeling as outlined in Section II.C.2. of this SOP.

- c. Model domain including the number of columns, rows, and layers. Grid spacing must also be documented for areas of the model with increased cell resolution.
- d. Model extent including X-axis, Y-axis, and Z-axis minimum and maximum. Also include coordinates (Lat/Lon, UTM, State Plane) if the model extent are referenced to specific geographic locations. The model should cover a sufficient area as to allow for a true representation of ground water flow during dewatering without undue influence from boundary conditions.
- e. Model units for length, time, conductivity, pumping rate, mass, and concentration as applicable.
- f. Surface elevation and bottom elevation of all layers. If layer elevation is not a constant, then submit a spreadsheet containing x, y, z data in either .txt or .xls format or as a Surfer<sup>®</sup> .grd file.
- g. Conductivity values of all layers including Kx, Ky, and Kz. If conductivity data vary within a layer then submit a file in .txt, .xls, or .shp format. Also include all data interpolation information as applicable. If layer elevation is not a constant, then submit a spreadsheet containing x, y, z data in either .txt or .xls format or as a Surfer<sup>®</sup> .grd file.
- h. Specific Storage (Ss) and Specific Yield (Sy) values of all layers. If Ss and/or Sy data vary within a layer, then submit a file in .txt, .xls, or .shp format. Also include all data interpolation information as applicable.
- i. Porosity and effective porosity values of all layers. If porosity and/or effective porosity data vary within a layer, then submit a file in .txt, .xls, or .shp format. Also include all data interpolation information as applicable.
- j. Pumping well specifications including exact map coordinates, screened interval, pump rate, and pumping duration.
- k. Head observation well specifications including exact map coordinates, screened interval, observation point elevation, and all water table elevation measurements.
- l. Concentration well specifications including exact map coordinates, screened interval, contaminant being monitored, observation point elevation, and all concentration measurements.
- m. The type (constant head, rivers, general head, drains, walls, etc.) and model-grid location for all boundary conditions including an explanation of their selection and description of their input parameters. Boundary conditions should be defined as to not artificially influence ground water flow in the dewatering area or nearby contaminated sites.
- n. Acknowledgment that the model ignores recharge to maintain a conservative estimate of dewatering influence.
- o. Particle tracking information including number of particles, initial particle locations, and release times if applicable. All particles are to be tracked in the forward direction.
- p. If Zone Budget is used to estimate a dewatering flow rate, then the number and model-grid location of zones and output information must be included, as applicable. The type of model run (Steady State Flow or Transient Flow) must also be specified. The Division recommends running the model using only documented boundary conditions under Steady State Flow to determine initial heads. Transient Flow should be used for the duration of proposed dewatering.
- q. The time steps utilized during Transient Flow model runs.
- r. Figures showing model output as both Head Equipotentials and Drawdown at the end of the proposed dewatering period for each modeled layer.
- s. A figure identifying the 0.1-foot and 0.01-foot drawdown contours at the end of dewatering.

**D. The Dewatering Plan must propose a groundwater monitoring program subject to the following:**

- 1. Should a manual estimation of the radius of influence performed in accordance with Section II.C.1. of this SOP indicate that the radius of influence is less than the distance to the nearest contaminant plume, no monitoring program is required (an example approval letter is provided in Exhibit IV).
- 2. Should modeling performed in accordance with Section II.C.2. of this SOP indicate that the closest groundwater contaminant plume is outside of the 0.01-foot drawdown contour, no monitoring program is required (an example approval letter is provided in Exhibit IV).
- 3. Should modeling performed in accordance with Section II.C.2. of this SOP indicate the closest groundwater contaminant plume lies between the 0.01-foot and 0.1-foot drawdown contours, a monitoring program is

required (Exhibit IV will be modified by the Division to reflect specific requirements). The monitoring program must include:

- a. A table of groundwater elevation data collected from a minimum of three observation points, placed on a line between the dewatering location and the nearest contaminant plume. Data shall be collected:
    - (1) Prior to initiating dewatering activities to establish baseline elevations. Locations that are tidally influenced may require more than one baseline monitoring event.
    - (2) Daily during the first week of dewatering activities, and weekly thereafter until dewatering operations cease. The applicant should make every effort to collect data at the same time of day to reduce the influence of daily fluctuations.
  - b. A map, drawn to scale, detailing the observation point locations relative to the dewatering project, and
  - c. A map, drawn to scale, including water table elevations from observation points and an indication of ground water flow direction.
4. Should a manual estimation of the radius of influence performed in accordance with Section II.C.1. of this SOP indicate that the radius of influence is greater than the distance to the nearest contaminant plume, or should modeling performed in accordance with Sections II.C.2. of this SOP indicate that the closest contaminated plume lies within the 0.1-foot drawdown contour, dewatering will **not** be approved by the Division. The Dewatering Plan may be revised or hydraulic controls (i.e., sheetpile cofferdam or artificial groundwater mounding via recharge) must be proposed and justified. If, in this event, hydraulic controls are proposed, computer modeling must be performed in accordance with Section II.C.2. of this SOP, as manual calculations that consider hydraulic controls are not available<sup>5</sup>.

**E. All applicable portions of Dewatering Plans must be certified by a registered Professional Engineer or a registered Professional Geologist, as provided in Chapter 471, F.S., or Chapter 492, F.S.**

**F. The Dewatering Plan must contain the contact information for the entity that is assuming responsibility for the specified conditions of the Department's approval. The company name, a representative name, address, and phone number should be included, as applicable.**

**G. There is no review fee or "application" for the Dewatering Approval.** Simply submit one (1) certified original of the Dewatering Plan to the Department, to the attention of David Vanlandingham, P.E., at this letterhead address.

**III. CWR staff shall have a period of ten (10) business days to review Dewatering Plans submitted pursuant to this SOP and to provide comment and/or approval.**

**IV. A Dewatering Report must be submitted within thirty (30) days of completion of approved dewatering activities** to document actual flow rates and field monitoring data, including any monitoring conducted pursuant to Sections II.B.6., II.B.7, and II.D. of this SOP.

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<sup>5</sup> The manual calculation method cannot be used for sites where artificial groundwater mounding is proposed as a hydraulic control. Artificial groundwater mounding as a means of hydraulic control may only be justified through computer modeling as outlined in Section II.C.2. of this SOP.

### References

- Chapter 27 of the Code of Ordinances of Broward County, Florida. Tallahassee, Florida: Municipal Code Corporation, 2001.
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- Fetter, C.W. *Applied Hydrogeology* (Third Edition). New York, New York: Macmillian College Publishing Co., 1994.
- Geraghty & Miller, Inc. AQTESOLV. Reston, Virginia: James O. Rumbaugh, III, developer.
- Freeze, R. Allan, and Cherry, John A. *Groundwater*. Englewood Cliffs, New Jersey: Prentice Hall, 1979.
- Kruseman, G.P., and De Ridder, N.A., Analysis and Evaluation of Pumping Test Data. Wageningen, The Netherlands: International Institute for Land Reclamation and Improvement/ILRI, 1990.
- Powers, J. Patrick, P.E. *Construction Dewatering: New Methods and Applications - Second Edition*. New York, New York: John Wiley & Sons, 1992
- South Florida Water Management District (SFWMD). *A Three Dimensional Finite Difference Groundwater Flow Model of the Surficial Aquifer System, Broward County, Florida*. West Palm Beach, Florida: Technical Publication 92-05, 1992.
- Waterloo Hydrogeologic. Visual MODFLOW Pro (v.3.0.0). Waterloo, Ontario, Canada.

**EXHIBIT I: Decision Flow Chart for SOP**

